

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2845208

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ARC WIRELESS, INC.		04/24/2014
RECEIVING PARTY DATA		
Name:	RBS CITIZENS, N.A.	
Street Address:	28 STATE STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Patent Number:	5829121	
Patent Number:	5995059	
Patent Number:	D408415	
Patent Number:	5793336	
Patent Number:	6218991	
Patent Number:	6421014	
Patent Number:	6577276	
Patent Number:	6768461	
Patent Number:	6788258	
Patent Number:	6885350	
Patent Number:	7064729	
Patent Number:	8014157	
Patent Number:	7950960	
Patent Number:	4914445	
Patent Number:	5363114	
Patent Number:	8362969	
Patent Number:	5905465	
Patent Number:	6121929	
Patent Number:	6239751	
Patent Number:	6414636	
Application Number:	13031695	

PATENT

CORRESPONDENCE DATA**Fax Number:** (617)449-6999***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** (617) 449-6909**Email:** cselden@jonesday.com**Correspondent Name:** CLARE SELDEN**Address Line 1:** 100 HIGH STREET**Address Line 2:** JONES DAY**Address Line 4:** BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	CLARE SELDEN
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SIGNATURE:	/Clare Selden/
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DATE SIGNED:	05/07/2014
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”), dated as of April 24, 2014, is made between Arc Wireless, Inc., a Delaware corporation (the “**Grantor**”), and RBS Citizens, N.A., as collateral agent (together with its successor(s) thereto in such capacity, the “**Collateral Agent**”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to the Credit Agreement, dated as of April 7, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of April 7, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Borrower Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “**Patent Collateral**”):

- (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a);
- (c) all of its patent licenses; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or

future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, “**Patent Collateral**” shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

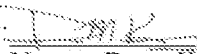
Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARC WIRELESS, INC.

By: 
Name: Drew Kelley
Title: Chief Financial Officer

RBS CITIZENS, N.A.,
as Collateral Agent

By: _____
Name:
Title:

RBS CITIZENS, N.A.,
as Collateral Agent

By: 
Name: Clifford Mellor
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 032839 FRAME: 0135

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

<u>Applicant</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Arc Wireless, Inc.	U.S.	5,829,121	11/3/1998	Shoemaker, Kevin; Marx, Randall	Patented process used to manufacture certain of our flat planar antennas
Arc Wireless, Inc.	U.S.	5,995,059	11/30/1999	Shoemaker, Kevin	Antennas from coaxial cable
Arc Wireless, Inc.	U.S.	D408,415	4/20/1999	Shoemaker, Kevin; Marx, Randall	Conformal antenna for a satellite dish
Arc Wireless, Inc.	U.S.	5,793,336	8/11/1998	Shoemaker, Kevin; Marx, Randall	Conformal antenna assemblies
Arc Wireless, Inc.	U.S.	6,218,991	4/17/2001	Sanad, Mohammad	Compact planar inverted F antenna suited for remote wireless metering
Arc Wireless, Inc.	U.S.	6,421,014	7/16/2002	Sanad, Mohammad	Compact dual narrow band microstrip antenna particularly suited for remote wireless metering
Arc Wireless, Inc.	U.S.	6,577,276	6/10/2003	Lovestead, Raymond	Low cross-polarization microstrip patch radiator
Arc Wireless, Inc.	U.S.	6,768,461	7/27/2004	Huebner, Donald; Lovestead, Raymond	Freedom Antenna®
Arc Wireless, Inc.	U.S.	6,788,258	9/7/2004	Olson, Steven	Partially Shared Antenna Aperture
Arc Wireless, Inc.	U.S.	6,885,350	4/26/2005	Godard, Jeffrey; Olson, Steven	Microstrip Fed Log antenna
Arc Wireless, Inc.	U.S.	7,064,729	6/20/2006	Olson, Steven	Omni-Dual Band

Inc.					Antenna & System
Arc Wireless, Inc.	U.S.	8,014,157	9/6/2011	Olson, Steven	Circuit board mounting system
Arc Wireless, Inc.	U.S.	7,950,960	5/31/2011	Olson, Steven; Leahy, Craig; Dewey, Chad	Pressed in cable transition and method
Arc Wireless, Inc.	U.S.	4,914,445	4/3/1990	Shoemaker, Kevin	Microstrip Antennas and Multiple Radiator Array Antennas
Arc Wireless, Inc.	U.S.	5,363,114	11/8/1994	Shoemaker, Kevin	Planar Serpentine Antennas
Arc Wireless, Inc.	U.S.	8,362,969	1/29/2013	Olson, Steven; Dewey, Chad	Adjustable Antenna Baffling System
Arc Wireless, Inc.	U.S.	5,905,465	5/18/1999	Olson, Steven; Stewart, Kerry; Goodwin, Jeffrey David; Drew, David John; Newton, Travis Lee	Antenna System for Mobile Communication Applications
Arc Wireless, Inc.	U.S.	6,121,929	9/19/2000	Olson, Steven; Godard, Jeffrey	Antenna System
Arc Wireless, Inc.	U.S.	6,239,751	5/29/2001	McRae, Michael; Horne, Travis	Low Profile Tunable Antenna
Arc Wireless, Inc.	U.S.	6,414,636	7/2/2002	Godard, Jeffrey; McRae, Michael; Olson, Steven	Radio Frequency Connector for Reducing Passive Inter-Modulation Effects

Pending Patent Applications

<u>Applicant</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Arc Wireless, Inc.	U.S.	13/031,695	2/22/2011	Olson, Steven; Leahy, Craig; Dewey, Chad	Pressed In Cable Transition Method