

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3639927

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ALIPHCOM		09/17/2015
RECEIVING PARTY DATA		
Name:	BLACKROCK ADVISORS, LLC	
Street Address:	1 UNIVERSITY SQUARE DRIVE	
Internal Address:	C/O GLOBAL ALLOCATION GROUP	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
PROPERTY NUMBERS Total: 76		
Property Type	Number	
Application Number:	61908926	
Application Number:	61970667	
Application Number:	61989140	
Application Number:	62050828	
Application Number:	62050900	
Application Number:	62050952	
Application Number:	62053780	
Application Number:	62054873	
Application Number:	14552468	
Application Number:	14552690	
Application Number:	14554053	
Application Number:	14555059	
Application Number:	14555377	
Application Number:	14555554	
PCT Number:	US1467769	
Application Number:	13591629	
Application Number:	29441483	
Patent Number:	7813778	
PCT Number:	US0629615	

PATENT

Property Type	Number
Application Number:	60918110
Application Number:	12049122
PCT Number:	US0857096
Application Number:	11255675
PCT Number:	US0635643
Application Number:	60904591
Application Number:	12040881
PCT Number:	US0855694
Application Number:	07612808
Application Number:	07813958
Application Number:	08140812
Patent Number:	5413098
Patent Number:	RE36044
Application Number:	07849152
Application Number:	07499084
Application Number:	07879521
Application Number:	08507918
Patent Number:	5746210
Patent Number:	5752519
Patent Number:	5987346
PCT Number:	US9706774
Patent Number:	6594518
Patent Number:	6167297
Patent Number:	6246901
Patent Number:	6748259
PCT Number:	US0008151
PCT Number:	US0140974
Patent Number:	7668587
Application Number:	12651247
Patent Number:	6711426
PCT Number:	US0310674
Patent Number:	7062306
Application Number:	11451681
PCT Number:	US0713779
Application Number:	11820809
Application Number:	12101906
Application Number:	12113887
PCT Number:	US0866430

Property Type	Number
Application Number:	12180449
Application Number:	12404006
Application Number:	12761301
Patent Number:	5772597
Patent Number:	5785658
Patent Number:	5769791
Patent Number:	5762609
Patent Number:	5807261
Application Number:	60580414
Patent Number:	7427165
PCT Number:	US0521417
Application Number:	12197162
Application Number:	11729395
PCT Number:	US0854448
Application Number:	12858396
Application Number:	13016846
Application Number:	13016874
Application Number:	13016911
Application Number:	14731439

CORRESPONDENCE DATA

Fax Number: (617)235-9492

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6179517000

Email: mdipalma@ropesgray.com

Correspondent Name: ROPES & GRAY LLP

Address Line 1: PRUDENTIAL TOWER 800 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	MFOG-652
NAME OF SUBMITTER:	MARY JANE DIPALMA
SIGNATURE:	/ Mary Jane DiPalma /
DATE SIGNED:	12/02/2015

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as it may be amended, restated, or otherwise modified from time to time, the “Patent Security Agreement”) is entered into as of September 17, 2015 by and among (i) AliphCom, a California corporation (the “Company” and “Grantor”), and (ii) BlackRock Advisors, LLC, a Delaware limited liability company (“Agent”).

WITNESSETH:

WHEREAS, Grantor, the Purchasers identified therein and Agent entered into the Note Purchase Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Company shall issue certain secured convertible promissory notes (the “Notes”) and Grantor shall Guarantee the Obligations;

WHEREAS, Grantor and Agent entered into the Security Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in order to induce the Purchasers to purchase the Notes and to secure the Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Obligations, as applicable, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s entire right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of Grantor’s Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all applications, improvements, divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing, foreign counterparts, and the inventions covered thereby;

(c) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and all rights of action pertaining to Grantor's Patents; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any improvement, divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or any inventions covered thereby, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement is a Note Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute

but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17, AND 8.18 OF THIS SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ALIPHCOM,
a California corporation

By: 

Name: Michael Edward Smith Luna

Title: Chief Technology Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BLACKROCK ADVISORS, LLC

By: 

Name: Lisa O'Donnell

Title: Managing Director, Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Current Owner	Country	Patent No.	Application No.	Filed
AliphCom	U.S.		61/908,926	11/26/2013
AliphCom	U.S.		61/970,667	03/26/2014
AliphCom	U.S.		61/989,140	05/06/2014
AliphCom	U.S.		62/050,828	09/16/2014
AliphCom	U.S.		62/050,900	09/16/2014
AliphCom	U.S.		62/050,952	09/16/2014
AliphCom	U.S.		62/053,780	09/22/2014
AliphCom	U.S.		62/054,873	09/24/2014
AliphCom	U.S.		14/552,468	11/24/2014
AliphCom	U.S.		14/552,690	11/25/2014
AliphCom	U.S.		14/554,053	11/26/2014
AliphCom	U.S.		14/555,059	11/26/2014
AliphCom	U.S.		14/555,377	11/26/2014
AliphCom	U.S.		14/555,554	11/26/2014
AliphCom	International		PCT/US20 14/067769	11/26/2014
AliphCom	U.S.		13/591,629	08/22/2012
AliphCom	U.S.		29/441,483	01/06/2013
AliphCom	U.S.	7,813,778	11/193,071	07/29/2005
AliphCom	International		PCT/US20 06/029615	07/27/2006
AliphCom	Europe		06788915.4	07/27/2006
AliphCom	Japan		2008-524234	07/27/2006
AliphCom	U.S.		60/918,110	03/14/2007
AliphCom	U.S.		12/049,122	03/14/2008
AliphCom	International		PCT/US20 08/057096	03/14/2008
AliphCom	Europe		08743930.3	03/14/2008
AliphCom	U.S.		11/255,675	10/20/2005
AliphCom	International		PCT/US20 06/035643	09/13/2006
AliphCom	Europe		06803500.5	09/13/2006
AliphCom	Japan		2008-536582	09/13/2006
AliphCom	U.S.		60/904,591	03/02/2007
AliphCom	U.S.		12/040,881	03/01/2008
AliphCom	International		PCT/US20 08/055694	03/03/2008

AliphCom	Europe		08743653.1	03/03/2008
AliphCom	U.S.		07/612,808	11/13/1990
AliphCom	U.S.		07/813,958	12/24/1991
AliphCom	U.S.		08/140,812	10/21/1993
AliphCom	U.S.	5,413,098	07/994,947	12/22/1992
AliphCom	U.S.	RE36,044	08/853,498	05/08/1997
AliphCom	U.S.		07/849,152	03/10/1992
AliphCom	U.S.		07/499,084	03/26/1990
AliphCom	U.S.		07/879,521	05/04/1992
AliphCom	U.S.		08/507,918	07/27/1995
AliphCom	U.S.	5,746,210	08/024,278	02/26/1993
AliphCom	U.S.	5,752,519	08/725,239	10/04/1996
AliphCom	U.S.	5,987,346	08/771,952	12/23/1996
AliphCom	International		PCT/US97/06774	04/21/1997
AliphCom	Europe	1006875	97922406.0	04/21/1997
AliphCom	Europe		07011939.1	04/21/1997
AliphCom	U.S.	6,594,518	09/012,602	01/23/1998
AliphCom	Germany	1006875	97922406.0	04/21/1997
AliphCom	France	1006875	97922406.0	04/21/1997
AliphCom	Great Britain	1006875	97922406.0	04/21/1997
AliphCom	Netherlands	1006875	97922406.0	04/21/1997
AliphCom	U.S.	6,167,297	09/305,855	05/05/1999
AliphCom	International		PCT/US2000/008151	03/28/2000
AliphCom	Europe	1196763	00918467.2	03/28/2000
AliphCom	Germany	1196763	00918467.2	03/28/2000
AliphCom	France	1196763	00918467.2	03/28/2000
AliphCom	Great Britain	1196763	00918467.2	03/28/2000
AliphCom	Netherlands	1196763	00918467.2	03/28/2000
AliphCom	Europe		09001013.3	03/28/2000
AliphCom	Japan	4340392	2000-616400	03/28/2000
AliphCom	Japan		2009-072158	03/28/2000
AliphCom	U.S.	6,246,901	09/690,195	10/16/2000
AliphCom	U.S.	6,748,259	09/595,370	06/15/2000
AliphCom	International		PCT/US2001/040974	06/12/2001
AliphCom	Europe		01952863.7	06/12/2001
AliphCom	Japan		2002-509982	06/12/2001
AliphCom	U.S.	7,668,587	10/437,670	05/13/2003
AliphCom	U.S.		12/651,247	12/31/2009
AliphCom	U.S.	6,711,426	10/119,998	04/09/2002
AliphCom	International		PCT/US20 03/010674	04/07/2003
AliphCom	Europe		03178250.8	04/07/2003
AliphCom	Japan		2003-583204	04/07/2003
AliphCom	Japan		2009-202979	04/07/2003

AliphCom	U.S.	7,062,306	10/651,541	08/29/2003
AliphCom	U.S.		11/451,681	06/12/2006
AliphCom	International		PCT/US20 07/013779	06/11/2007
AliphCom	Europe		07796019.3	06/11/2007
AliphCom	Japan		2009-515454	06/11/2007
AliphCom	U.S.		11/820,809	06/20/2007
AliphCom	U.S.		12/101,906	04/11/2008
AliphCom	U.S.		12/113,887	05/01/2008
AliphCom	International		PCT/US20 08/066430	06/10/2008
AliphCom	Europe		08770596.8	06/10/2008
AliphCom	Japan		2010-513328	06/10/2008
AliphCom	U.S.		12/180,449	07/25/2008
AliphCom	U.S.		12/404,006	03/13/2009
AliphCom	U.S.		12/761,301	04/15/2010
AliphCom	U.S.	5,772,597	08/437,327	05/09/1995
AliphCom	U.S.	5,785,658	08/473,004	06/07/1995
AliphCom	U.S.	5,769,791	08/472,863	06/07/1995
AliphCom	U.S.	5,762,609	08/474,263	06/07/1995
AliphCom	U.S.	5,807,261	08/486,604	06/07/1995
AliphCom	U.S.		60/580,414	06/16/2004
AliphCom	U.S.	7,427,165	11/154,023	06/15/2005
AliphCom	International		PCT/US20 05/021417	06/16/2005
AliphCom	Europe		05773781.9	06/16/2005
AliphCom	Japan	4685096	2007- 516767	06/16/2005
AliphCom	U.S.		12/197,162	08/22/2008
AliphCom	U.S.		11/729,395	03/27/2007
AliphCom	International		PCT/US20 08/054448	02/20/2008
AliphCom	Europe		08730285.7	02/20/2008
AliphCom	Japan		2010-501033	03/27/2007
AliphCom	U.S.		12/858,396	08/17/2010
AliphCom	U.S.		13/016,846	01/28/2011
AliphCom	U.S.		13/016,874	01/28/2011
AliphCom	U.S.		13/016,911	01/28/2011
AliphCom	U.S.		14/731,439	06/05/2015
AliphCom	Japan		2011-063207	06/12/2001
AliphCom	Japan		2012-138177	04/07/2003