

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3683521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARRAYENT INC.	12/29/2015
RECEIVING PARTY DATA	
Name:	ORIX VENTURES, LLC
Street Address:	485 LEXINGTON AVENUE, 27TH FLOOR
Internal Address:	C/O ORIX CORPORATE CAPITAL
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13784722
Patent Number:	8392561
Application Number:	14707804
CORRESPONDENCE DATA	
Fax Number:	(214)932-6499
<i>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.</i>	
Phone:	214-932-6400
Email:	sshernandez@mcguirewoods.com
Correspondent Name:	NAM H. HUYNH
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	2067493-0007
NAME OF SUBMITTER:	NAM H. HUYNH
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	01/06/2016
Total Attachments: 7	
source=Active_73844054_1_Active_73150658_4_Arrayent Intellectual Property Security Agreement (2)#page1.tif	
source=Active_73844054_1_Active_73150658_4_Arrayent Intellectual Property Security Agreement (2)#page2.tif	
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THE INDEBTEDNESS SECURED BY THIS AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT IN CASH IN FULL OF THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT BETWEEN THE HOLDER HEREOF AND COMERICA BANK, DATED AS OF DECEMBER 29, 2015) PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE SUBORDINATION AGREEMENT AMONG ORIX VENTURES, LLC, COMERICA BANK AND ARRAYENT INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 29, 2015 (the "Effective Date") by and between ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and ARRAYENT INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest (subject only to Permitted Liens and Senior Lender's security interest) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration,

of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2317 Broadway St., Suite 20
Redwood City, CA 94063

Attn: _____

ARRAYENT INC.

By: 

Name: Cyrif Brignone

Title: CEO

LENDER:

Address of Lender:

ORIX Ventures, LLC
c/o ORIX Corporate Capital
485 Lexington Avenue, 27th Floor
New York, NY 10017

Attn: General Counsel

ORIX VENTURES, LLC

By: _____

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2317 Broadway St., Suite 20
Redwood City, CA 94063

Attn: _____

ARRAYENT INC.

By: _____
Name: Cyril Brignone
Title: CEO

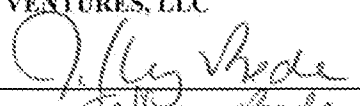
LENDER:

Address of Lender:

ORIX Ventures, LLC
c/o ORIX Corporate Capital
485 Lexington Avenue, 27th Floor
New York, NY 10017

Attn: General Counsel

ORIX VENTURES, LLC

By: 
Name: Jeffrey Bode
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

73150658

PATENT
REEL: 037420 FRAME: 0981

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
Wireless Internet Product System	13/784,722	03/04/2013
Wireless Internet Product System	8,392,561	06/22/2009
Wireless Internet Product System	14/707,804	05/08/2015

SCHEDULE C

Trademarks

Description
MOZZO

Serial/Registration No.
86/296,868

File Date
05/30/2014