

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3690260

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
WEFI, INC.		12/31/2015
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DR.	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	9148843	
Patent Number:	9137744	
Patent Number:	8751648	
Patent Number:	8750265	
Patent Number:	8644828	
Patent Number:	8565766	
Patent Number:	8477645	
Patent Number:	8358638	
Patent Number:	8126476	
Patent Number:	8000276	
Application Number:	14640576	
Application Number:	14154470	
Application Number:	14494113	
Application Number:	14296786	
Application Number:	14173306	
Application Number:	14173410	
Application Number:	14140228	
Application Number:	14084059	
Application Number:	13773173	
Application Number:	13921252	

PATENT

Property Type	Number
Application Number:	13589938
Application Number:	13486640
PCT Number:	US2006021508
PCT Number:	US2007025350
PCT Number:	US2007025496
PCT Number:	US2008009011

CORRESPONDENCE DATA

Fax Number: (408)852-4475

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: 4088417195

Email: dsanchezbentz@vlplawgroup.com

Correspondent Name: DIANA SANCHEZ BENTZ

Address Line 1: VLP LAW GROUP LLP

Address Line 4: GILROY, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-WEFI (PATENTS)
NAME OF SUBMITTER:	DIANA SANCHEZ BENTZ
SIGNATURE:	/dsb1068/
DATE SIGNED:	01/11/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 31, 2015, by and between SILICON VALLEY BANK ("Bank") and WEFI, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 22, 2006 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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, subject to Permitted Liens.

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. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally solely by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. For the sake of clarity, this Agreement shall terminate and expire automatically upon the IP Release Date.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

WEFI, INC.



By: Zur Feldman

Title: CEO & Chairman

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

WEFL, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Brian Bell

By: BRIAN BELL

Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK FOR OFFLOADING	9148843 13458420	09/29/2015 04/27/2012
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	9137744 14028714	09/15/2015 09/17/2013
PROVIDING AND RECEIVING NETWORK ACCESS	8751648 11441827	06/10/2014 05/25/2006
SYSTEM AND METHOD OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8750265 12549784	06/10/2014 08/28/2009
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	8644828 13400056	02/04/2014 02/18/2012
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	8565766 13362554	10/22/2013 01/31/2012
SYSTEM AND METHODS OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8477645 12907959	07/02/2013 10/19/2010
DYNAMICALLY CREATED AND EXPANDED WIRELESS NETWORK	8358638 11853987	01/22/2013 09/12/2007
SYSTEM AND METHOD FOR MAPPING WIRELESS ACCESS POINTS	8126476 12180159	02/28/2012 07/25/2008
PROVIDING EASY ACCESS TO RADIO NETWORKS	8000276 11743853	08/16/2011 05/03/2007
DEVICES, SYSTEMS, AND METHODS FOR SHARING NETWORK CAPACITY	14640576	03/06/2015
METHODS AND SYSTEMS FOR FACILITATING NETWORK SWITCHING	14154470	01/14/2014
METHODS AND SYSTEMS FOR SMALL CELLS DEPLOYMENT	14494113	09/23/2014
METHODS AND SYSTEMS FOR USER EXPERIENCE BASED CONTENT CONSUMPTION	14296786	06/05/2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14173306	02/05/2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	14173410	02/05/2014
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	14140228	12/24/2013
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14084059	11/19/2013

METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	13773173	02/21/2013
PROVIDING EASY ACCESS TO RADIO NETWORKS	13921252	06/19/2013
METHOD AND SYSTEM FOR CHARGING MOBILE DEVICES	13589938	08/20/2012
METHOD AND SYSTEM FOR ACCESSING WIRELESS NETWORKS	13486640	06/01/2012
PROVIDING AND RECEIVING NETWORK ACCESS	PCT/US2006/021508	06/02/06
EXPIDITING SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025350	12/10/07
MASKING CHANGES FOR SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025496	12/10/07
PROVIDING EASY ACCESS TO RADIO NETWORKS	PCT/US08/009011	07/25/08

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WEFI	3828648	08/03/2010
WEFI	3740345	01/19/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE