

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3712991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALIPHCOM	01/27/2016
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: 8	
Property Type	Number
Application Number:	14864857
Application Number:	14864860
Application Number:	14882449
Application Number:	14920697
Application Number:	14924691
Application Number:	14951476
Application Number:	14596385
Application Number:	14961792
CORRESPONDENCE DATA	
Fax Number:	(617)235-9492
<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:	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:	01/27/2016
Total Attachments: 5 source=BlackRock - Patent Short Form Security Agreement#page1.tif source=BlackRock - Patent Short Form Security Agreement#page2.tif source=BlackRock - Patent Short Form Security Agreement#page3.tif source=BlackRock - Patent Short Form Security Agreement#page4.tif source=BlackRock - Patent Short Form Security Agreement#page5.tif	

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 January 27, 2016 by and among (i) AliphCom, a California corporation (the "Company" and the "Grantor"), and (ii) BlackRock Advisors, LLC, a Delaware limited liability company (the "Agent").

WITNESSETH:

WHEREAS, the Grantor, the Purchasers identified therein, the other parties thereto from time to time and the Agent entered into (i) the Note Purchase Agreement, dated as of April 28, 2015 and (ii) the Note Purchase Agreement, dated as of July 22, 2015 (each as amended, restated, supplemented, or otherwise modified from time to time, collectively the "Note Purchase Agreement"), pursuant to which the Company issued certain secured convertible promissory notes (the "Notes") and the other Grantors agreed to Guarantee the Secured Obligations;

WHEREAS, each of the Grantors and the Agent entered into the Amended and Restated Security Agreement, dated as of July 22, 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 Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the 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, each 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 Secured Obligations, as applicable, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of the 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 the 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 the 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 Secured 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 Secured Obligations and would be owed by Grantor, or any of them, to Agent, or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any 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 THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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:

ALPHACOM,
a California corporation

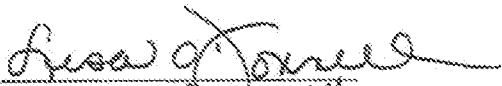
DocuSigned by:
Sam Fleischmann
By: _____
Name: Sam Fleischmann
Title: General Counsel and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BLACKROCK ADVISORS, LLC

By: 
Name: Lisa O'Bennett
Title: Managing Director, Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Serial No.	Filing Date	Patent No.	Issue Date	Country	Title	Inventor(s)
14/864,857	9/24/2015	N/A	N/A	USA	RAPID RATE ESTIMATION FOR CELL PHONES, SMART WATCHES, OCCUPANCY, AND WEARABLES	David Benaron
14/864,860	9/25/2015	N/A	N/A	USA	RAPID RATE ESTIMATION FOR CELL PHONES, SMART WATCHES, OCCUPANCY, AND WEARABLES	David Benaron
14/882,659	10/13/2015	N/A	N/A	USA	WIRELESS LINK TO TRANSMIT DIGITAL AUDIO DATA BETWEEN DEVICES IN A MANNER CONTROLLED DYNAMICALLY TO ADAPT TO VARIABLE WIRELESS ERROR RATES	Jano Banks, Jeffrey D. Boone, Braley Bozarth
14/920,697	10/22/2015	N/A	N/A	USA	COLLABORATIVE AND INTERACTIVE QUEUING OF CONTENT VIA ELECTRONIC MESSAGING AND BASED ON ATTRIBUTE DATA	Austin Soidner, Jonathan Todd Witert, Mohu, Trivedi, Vivek Agrawal
14/924,691	10/27/2015	N/A	N/A	USA	ADHESIVELY MOUNTED APPARATUS FOR DETERMINING PHYSIOLOGICAL AND CONTEXTUAL STATUS	John M. Sevonic, Scott K. Boehmke, Eric Teiler, Christopher Kasabach
14/951,676	11/24/2015	N/A	N/A	USA	VOICE ACTIVITY DETECTOR (VAD)-BASED MULTIPLE-MICROPHONE ACOUSTIC NOISE SUPPRESSION	Gregory Burnett, Eric Breitfeller
14/598,385	12/1/2015	N/A	N/A	USA	MULTIPLE LOGICAL REPRESENTATIONS OF AUDIO FUNCTIONS IN A WIRELESS AUDIO TRANSMITTER THAT TRANSMITS AUDIO DATA AT DIFFERENT DATA RATES	Nihar Satyendra Sashital, Himeshbu Shukla, Jeffery Miao
14/961,792	12/7/2015	N/A	N/A	USA	SYSTEMS, METHODS, AND DEVICES TO DETERMINE AND PREDICT PHYSIOLOGICAL STATES OF INDIVIDUALS AND TO ADMINISTER THERAPY, REPORTS, NOTIFICATIONS, AND THE LIKE THEREFOR	John Sevonic, David Andre, Christopher Kasabach, James Hanlon, Suresh Vishwathota, Christopher Paccone, Scott Boehmke, Eric Teiler, James Gasbarro, Jonathan Farrington