

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3779144

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
APRIVA, LLC		02/24/2016
RECEIVING PARTY DATA		
Name:	SKYSAIL 18 LLC	
Street Address:	C/O SPINNAKER CAPITAL LLC	
Internal Address:	ONE JOY STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02108	
PROPERTY NUMBERS Total: 99		
Property Type	Number	
Application Number:	14625152	
Application Number:	14625175	
Application Number:	14625189	
Application Number:	14580070	
Application Number:	14580084	
Application Number:	14573777	
Application Number:	14497723	
Application Number:	14497746	
Application Number:	14497772	
Application Number:	14497807	
Application Number:	14317924	
Application Number:	14317967	
Application Number:	14318023	
Application Number:	14132820	
Application Number:	14132836	
Application Number:	14069127	
Application Number:	14069133	
Application Number:	14069142	
Application Number:	14069155	

PATENT

Property Type	Number
Application Number:	14069165
Application Number:	14069178
Application Number:	14067581
Application Number:	13910742
PCT Number:	US1263718
PCT Number:	US1263713
Application Number:	13657523
Application Number:	13654170
Application Number:	13654172
Application Number:	13654178
Application Number:	13654187
Application Number:	13654203
Application Number:	13654207
Application Number:	13654210
Application Number:	13654211
Application Number:	13449666
PCT Number:	US1234042
PCT Number:	US1228540
Application Number:	13396967
Application Number:	13397114
Application Number:	13325205
Application Number:	13325231
Application Number:	13325247
Application Number:	13325256
Application Number:	13311927
Application Number:	13311937
Application Number:	13290740
Application Number:	13290759
PCT Number:	US1134901
Application Number:	13090086
Application Number:	13045936
Application Number:	12982211
Application Number:	12982228
Application Number:	12982241
Application Number:	12982271
Application Number:	12982285
Application Number:	12982300
Application Number:	12982313

Property Type	Number
Application Number:	12977866
Application Number:	12910611
PCT Number:	US1053829
Application Number:	12781660
PCT Number:	US1029075
PCT Number:	US0963265
Application Number:	12553937
Application Number:	12553947
Application Number:	12553950
Application Number:	12553901
Application Number:	12553908
Application Number:	12546513
Application Number:	12546525
Application Number:	12546536
PCT Number:	US0943088
Application Number:	12414423
Application Number:	12414446
Application Number:	12265446
Application Number:	12265483
Application Number:	12265508
Application Number:	12265534
Application Number:	12265550
Application Number:	12265568
Application Number:	12265575
Application Number:	12251717
Application Number:	12251745
Application Number:	12251147
Application Number:	12251203
Application Number:	61091671
Application Number:	12119417
Application Number:	11876646
Application Number:	11834537
Application Number:	11784849
Application Number:	11784842
Application Number:	11127463
Application Number:	12251559
Application Number:	10929101
Application Number:	10929096

Property Type	Number
Application Number:	10929093
Application Number:	10929098
Application Number:	10927430
Application Number:	09779713

CORRESPONDENCE DATA

Fax Number: (617)399-6930

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: 6172926930

Email: mdaniels@brllawgroup.com

Correspondent Name: MALISSA DANIELS

Address Line 1: 425 BOYLSTON STREET, 3RD FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02116

NAME OF SUBMITTER:	SUZANNE HAMEL
SIGNATURE:	/s/ Suzanne Hamel
DATE SIGNED:	03/11/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of March 16, 2015 is made by and among APRIVA, LLC, an Arizona limited liability company ("**Company**"), APRIVA ISS LLC, an Arizona limited liability company, and APRIVA SYSTEMS, LLC, an Arizona limited liability company (each, a "**Subsidiary**" and collectively with Company, "**Borrowers**") and the persons and entities listed on Exhibit A hereto (each a "**Lender**" and collectively "**Lenders**") as such Exhibit A may be updated from time to time in accordance with the Note Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof ("**Note Purchase Agreement**"), that certain Security Agreement, dated as of the date hereof (the "**Security Agreement**"), one or more Secured Convertible Promissory Notes issued or issuable under the Note Purchase Agreement (the "**Notes**") and other Transaction Documents (as defined in the Note Purchase Agreement), the Lenders have agreed to make loans to the Borrowers subject to the terms and conditions set forth in the Transaction Documents; and

WHEREAS, to secure Borrowers' obligations under the Transaction Documents, the Lenders are requiring Borrowers to execute and deliver this Agreement and grant the security interests contemplated hereby.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrowers agrees as follows:

ARTICLE 1

DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement or the Security Agreement, as applicable.

"Copyright License" shall mean any written agreement or arrangement now or hereafter in existence granting to any of the Borrowers any right to use any Copyright; provided that there shall be excluded from the IP Collateral any Copyright License to the extent, and only to the extent, that such Copyright License contains a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations or otherwise precludes such encumbrance thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Copyright License is removed or such assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a

security interest in such Copyright License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Copyright License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by any of the Borrowers of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Copyrights” shall mean all of the following: (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications of any of the Borrowers, (b) all renewals, extensions and modifications thereof; (c) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present or future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

“Governmental Authority” shall mean any nation or government, any state, provincial or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Intellectual Property” shall mean all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, inventions, ideas, URL domain names, discoveries, trade names, domain names, jingles, know-how, software, shop rights, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, customer lists and information, databases, internet rights, web sites and web pages and their respective contents, (such as text, graphics, photographs, video, audio and/or other data or information relating to any subject contained therein), e-commerce rights and license applications, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable, trademarkable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, of any of the Borrowers.

“IP Collateral” shall have the meaning ascribed to such term in Section 2.1 of this Agreement.

“Lenders” shall have the meaning set forth in the preamble hereto.

“Patent License” shall mean any written agreement or arrangement now or hereafter in existence granting to any of the Borrowers any right to use any invention on which a Patent is in existence; provided that there shall be excluded from the IP Collateral any Patent License to the extent, and only to the extent, that such Patent License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Patent License is removed or such

assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a security interest in such Patent License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Patent License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrowers of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

"Patents" shall mean all of the following: (a) all patents, patent applications and patentable inventions of any of the Borrowers, and all of the inventions and improvements described and claimed therein; (b) all continuations, re-examinations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

"Trademark License" shall mean any written agreement now or hereafter in existence granting to any of the Borrowers any right to use any Trademark, provided however, that there shall be excluded from the IP Collateral any Trademark License to the extent, and only to the extent, that such Trademark License contains, as of the date of this Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this Agreement (except that if and when any prohibition on the assignment, pledge or grant of Lien on such Trademark License is removed or such assignment, pledge or grant is consented to, the Lenders will be deemed to have been granted a security interest in such Trademark License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Trademark License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrowers of a security interest pursuant to this Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

"Trademarks" shall mean all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

"UCC" shall mean the Uniform Commercial Code of the State of Arizona in effect from time to time.

ARTICLE 2

SECURITY INTEREST

2.1 Security Interest. As security for the payment and performance of the Obligations, each of the Borrowers hereby grants to the Lenders, a security interest in all of such Borrower's right, title and interest, whether present, future or contingent, in and to all Intellectual Property of such Borrower, wherever located, whether now owned or existing or hereafter acquired (collectively, the "IP Collateral"). The Lenders agree with the undersigned Majority Lenders (as defined in that certain Note Purchase Agreement by and among the Borrowers and the lenders therein, dated as of June 4, 2014 (the "June 2014 Note Purchase Agreement")) that the security interest granted herein shall be on a pari passu basis with the security interests granted under the June 2014 Note Purchase Agreement and granted under the security agreement and intellectual property security agreement executed in connection with the June 2014 Note Purchase Agreement, regardless of the timing of filings of any UCC financing statements. Each Lender agrees with the Majority Lenders (as defined in the Note Purchase Agreement) that such Lender will sign any applicable subordination agreement and/or intercreditor agreement reflecting the foregoing as reasonably requested by the Majority Lenders (as defined in the Note Purchase Agreement).

2.2 Borrowers Remain Liable. Notwithstanding anything contained to the contrary herein, the applicable Borrower shall remain liable under the contracts, agreements, documents and instruments included in the IP Collateral to the extent set forth therein and perform all of its duties and obligations thereunder and the exercise by the Lenders of any of their rights hereunder shall not release the applicable Borrower from any of its duties or obligations thereunder.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BORROWERS

Each Borrower represents and warrants, with respect to the IP Collateral, that:

3.1 Authorization. Such Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement does not: (a) require any consent of any Governmental Authority or (b) violate any provision of any indenture, contract, agreement or instrument to which such Borrower is a party or subject or by which it is bound.

3.2 Perfection. Upon filing of financing statements in the proper jurisdictions and the recordation of this Agreement with the proper Governmental Authorities in favor of Lenders, the security interest created hereby will constitute a valid and perfected Lien upon and security

interest in the IP Collateral to the extent that such filings or recordations are sufficient under applicable law to perfect such Lien with respect to the IP Collateral.

3.4 Title; Proper Registration. Such Borrower is the sole and exclusive owner (or an authorized licensee) of the entire right, title and interest in and to the IP Collateral attributed to such Borrower.

ARTICLE 4

COVENANTS OF BORROWERS

Each Borrower covenants as follows:

4.1 Disposition or Encumbrance of IP Collateral. Such Borrower will not encumber (other than Permitted Liens), sell or otherwise transfer or dispose of the IP Collateral without the prior written consent of the Majority Lenders except as such encumbrance, sale, transfer or disposition occurs in the ordinary course of such Borrower's business consistent with past practice or in connection with the payment of the Obligations in full in accordance with the Note Purchase Agreement.

4.2 Protection of Collateral. All expenses of protecting, prosecuting and making applications of such Borrower's IP Collateral, all costs of keeping such IP Collateral free and clear of any Liens prohibited by this Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any Governmental Authority on any of such IP Collateral or in respect of the sale thereof, shall be borne and paid by such Borrower and if such Borrower fails to promptly pay any thereof when due, the Lenders may, at the option of the Majority Lenders, (but shall not be required to), pay the same whereupon the same shall constitute Obligations and shall be secured by the security interest granted hereunder.

4.3 Compliance with Laws. Such Borrower will not use all or any part of such Borrower's IP Collateral, or knowingly permit such IP Collateral to be used, for any purpose in violation of any federal, state or municipal law.

4.4 Notice of Default. Immediately upon any officer of such Borrower becoming aware of the existence of any Event of Default hereunder, such Borrower will give notice to the Designee that such Event of Default exists, stating the nature thereof, the period of existence thereof and what action such Borrower proposes to take with respect thereto.

4.5 Additional Documentation; Further Acts. Such Borrower will execute from time to time, and authorizes the Majority Lenders (or any other person whom the Majority Lenders may from time to time designate, including the Designee) to execute and/or file from time to time as such Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, as the Majority Lenders may reasonably request, make any proper domestic filings and take any other actions as the Majority Lenders deem necessary in order to create, evidence, perfect, maintain or continue their security interest in such Collateral

(including additional Collateral acquired by such Borrower after the date hereof), including, without limitation, filing this Agreement and any amendments thereto with the United States Copyright Office and the United States Patent and Trademark Office. Such Borrower will pay the cost of filing the same in all domestic public offices in which the Majority Lenders may deem filing to be appropriate and will notify the Lenders promptly upon acquiring any additional Collateral that may require an additional filing. If such Borrower shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified herein, the provisions of this Agreement shall automatically apply thereto.

ARTICLE 5

RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the reasonable satisfaction of the Majority Lenders or waived by the Majority Lenders, and in addition to all other rights granted to the Lenders under the Transaction Documents, the Majority Lenders, in the sole discretion of the Majority Lenders, shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided by applicable law. Without limiting the foregoing, the Majority Lenders may exercise any one or more of the following rights and remedies upon the occurrence and during the continuation of an Event of Default:

5.1 Application of Proceeds. All proceeds of IP Collateral shall be applied to the Obligations in accordance with the Note Purchase Agreement and UCC.

5.2 Collateral. Upon the occurrence and during the continuance of an Event of Default:

(a) The Majority Lenders may, at any time and from time to time, upon thirty (30) days' prior notice to Borrowers, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Majority Lenders shall in their sole discretion determine, provided that any such license or sublicense shall preserve or reserve the right of the applicable Borrowers to use such Intellectual Property, royalty-free, after such Event of Default is cured or waived, or is otherwise discontinued;

(b) The Majority Lenders may (without assuming any obligations or liability thereunder), at any time exercise and enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of the applicable Borrowers in, to and under any one or more Patent License, Trademark License, Copyright License or other agreements with respect to any Patent, Trademark or Copyright and take or refrain from taking any action under any such Patent License, Trademark License, Copyright License or other agreement, and each Borrower hereby releases each Lender from, and agrees to hold each Lender free and harmless from and

against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement, except in cases of gross negligence or willful misconduct;

(c) Any and all payments received by any Lender under or in respect of any Intellectual Property (whether from Borrowers or otherwise), or received by any Lender by virtue of agreement, shall be applied to the Obligations in accordance with the Note Purchase Agreement;

(d) The Majority Lenders may exercise in respect of the Intellectual Property, in addition to other rights and remedies provided for herein or in the other Transaction Documents or otherwise available to them, all the rights and remedies of a secured party under the UCC; and

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property pursuant to this Section 5.2, the Majority Lenders (or any other person whom the Majority Lenders may from time to time designate) may, at any time, execute and deliver on behalf of the applicable Borrowers one or more instruments of assignment of any Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Each of the Borrowers agrees to pay when due all reasonable costs incurred in any such transfer of the Intellectual Property, including any taxes, fees and reasonable attorneys' fees.

ARTICLE 6

MISCELLANEOUS

6.1 No Liability on IP Collateral. It is understood that each Lender does not in any way assume any of any Borrower's obligations under any of the IP Collateral and Borrowers hereby agree to indemnify each Lender against all liability resulting from the applicable Borrower's obligations with respect to the IP Collateral, except for any such liabilities arising on account of any Lender's gross negligence or willful misconduct.

6.2 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Borrowers appoint the Majority Lenders, the Designee or any other person whom the Majority Lenders may from time to time designate, as each Borrower's attorney-in-fact with the power to, among other things: (a) endorse each Borrower's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any of the IP Collateral that may come into the Lenders' possession; (b) sign Borrowers' names on any invoice or bill of lading relating to any of the Collateral, on drafts against customers, on notices of assignment, financing statements under the UCC and other public records, on verifications of accounts and on notices to customers; (c) notify the post office authorities to change the address for delivery of each Borrower's mail to an address designated by the Majority Lenders; (d) receive and open all mail addressed to any of the Borrowers; and (e) do all things necessary to carry out this Agreement. Each of the Borrowers ratifies and approves all acts of the attorney

taken within the scope of the authority granted herein. Neither the Lenders nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law, except for any such liabilities arising on account of any Lender's gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until the later of (i) the termination of this Agreement or (ii) all of the Obligations are paid in full. Each of the Borrowers waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which any of the Borrowers may otherwise be entitled.

6.3 Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Arizona, except to the extent that the perfection of the security interests hereunder, or the enforcement of any remedies hereunder, with respect to any particular IP Collateral shall be governed by the laws of a jurisdiction other than the State of Arizona. Each of the Borrowers and each of the Lenders consent to the personal jurisdiction and venue of the state courts located in Maricopa County, Arizona in connection with any controversy related to this Agreement, and waives any argument that venue in any such forum is not convenient. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO REQUIRE A TRIAL BY JURY IN ANY COURT ACTION PERTAINING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

6.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrowers and the Lenders.

6.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.6 Notices. All notices or other communications hereunder shall be given in the manner and to the address set forth in the Note Purchase Agreement.

6.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6.8 Amendments and Waivers. This Agreement may be amended or waived only with the written consent of the Borrowers and the Majority Lenders. No delay or omission on the part of the Lenders in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

6.9 Remedies Cumulative. All rights and remedies of the Lenders shall be cumulative and may be exercised singularly or concurrently, at the Lenders' option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

6.10 Termination and Release. Upon termination of the Security Agreement and payment of all the Obligations in full, this Agreement shall automatically terminate, and the Lenders, at the request and expense of the Borrowers, will (a) promptly execute and deliver to the Borrowers the proper instruments acknowledging the termination of this Agreement, (b) duly assign, transfer and deliver to the applicable Borrowers (without recourse and without any representation or warranty of any kind) any IP Collateral in the possession of the Lenders and (c) record such termination in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or governmental agency, subject to any disposition thereof which may have been made by the Lenders pursuant to this Agreement.

[Intentionally left blank]

The parties hereto have executed this Intellectual Property Security Agreement as of the day and year first set forth above.

BORROWERS:

APRIVA, LLC

By: 
Name:
Title:

APRIVA ISS LLC

By: 
Name:
Title:

APRIVA SYSTEMS, LLC

By: APRIVA, LLC, its sole member

By: 
Name:
Title:

IN WITNESS WHEREOF, the Borrowers and Lenders have executed this Note Purchase Agreement as of the date first set forth above.

SKYSAIL 9 LLC

By: Spinnaker Capital 2014 GP LLC

By:


Name: Anastasios Parafestas

Title: Manager of Managing Member

With copies, which shall not constitute notice, to:

BRL Law Group, LLC

425 Boylston Street, Third Floor

Boston, MA 02116

Attention: Thomas B. Rosedale

Fax. No.: (617) 399-6930

D. CHRISTOPHER WARD

DAVID RIDDIFORD

KEVIN J. LAVIN

MARSHA TATE

[Signature Page Note Purchase Agreement]

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PATENT
REEL: 038064 FRAME: 0944

IN WITNESS WHEREOF, the Borrowers and Lenders have executed this Note Purchase Agreement as of the date first set forth above.

SKYSAIL 9 LLC

By: Spinnaker Capital 2014 GP LLC

By: _____

Name: Anastasios Parafestas

Title: Manager of Managing Member

With copies, which shall not constitute notice, to:

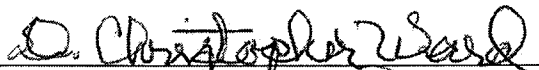
BRL Law Group, LLC

425 Boylston Street, Third Floor

Boston, MA 02116

Attention: Thomas B. Rosedale

Fax. No.: (617) 399-6930


D. CHRISTOPHER WARD

DAVID RIDDIFORD

KEVIN J. LAVIN

MARSHA TATE

[Signature Page Note Purchase Agreement]

The parties hereto have executed this Intellectual Property Security Agreement as of the day and year first set forth above.

SKYSAIL 9 LLC

By: Spinnaker Capital 2014 GP LLC

By: _____

Name: Anastasios Parafestas

Title: Manager of Managing Member

With copies, which shall not constitute notice, to:

BRL Law Group, LLC

425 Boylston Street, Third Floor

Boston, MA 02116

Attention: Thomas B. Rosedale

Fax. No.: (617) 399-6930

D. CHRISTOPHER WARD


DAVID RIDDIFORD

KEVIN J. LAVIN

MARSHA TATE

[Signature Page to Intellectual Property Security Agreement]

The parties hereto have executed this Intellectual Property Security Agreement as of the day and year first set forth above.

SKYSAIL 9 LLC

By: Spinnaker Capital 2014 GP LLC

By: _____

Name: Anastasios Parafestas

Title: Manager of Managing Member

With copies, which shall not constitute notice, to:

BRL Law Group, LLC

425 Boylston Street, Third Floor

Boston, MA 02116

Attention: Thomas B. Rosedale

Fax. No.: (617) 399-6930

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KEVIN J. LAVIN


MARSHA TATE

REX MINTON, TRUSTEE OF BYPASS TRUST

By:

Name: Rex Minton

Title: Trustee

RINALDO SPINELLA

RICHARD SPINELLA

EDWARD F. STAIANO TRUST

By:

Name:

Title:

MAJORITY LENDERS (AS DEFINED IN THE JUNE 2014 NOTE PURCHASE AGREEMENT), FOR PUPOSES OF SECTION 2.1:

SKYSAIL 7 LLC

By: Spinnaker Capital 2011 GP LLC
its Managing Member

By:

Name: Anastasios Parafestas

[Signature Page to Intellectual Property Security Agreement]

WESTV255341643.5

PATENT

REEL: 038064 FRAME: 0949

REX MINTON, TRUSTEE OF BYPASS TRUST

By: _____
Name: Rex Minton
Title: Trustee


RINALDO SPINELLA

RICHARD SPINELLA

EDWARD F. STAIANO TRUST

By: _____
Name:
Title:

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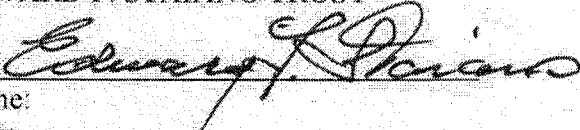
REX MINTON, TRUSTEE OF BYPASS TRUST

By: _____
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Title: Trustee

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RICHARD SPINELLA

EDWARD F. STAIANO TRUST

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By: 
Name: Anastasios Parafestas

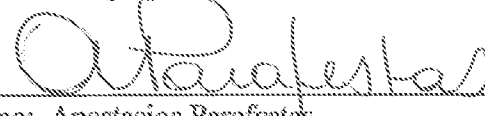
COUNTERPART SIGNATURE PAGE TO

SECURITY AGREEMENT AND INTELLECTUAL PROPERTY SECURITY AGREEMENT

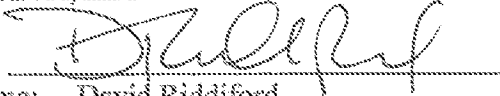
Reference is made to that certain First Amendment to Note Purchase Agreement, dated as of February 24, 2016 ("First Amendment") by and among Skysail 18 LLC ("Skysail 18"), the other lenders listed on the signature pages thereto and each of APRIVA, LLC (the "Company"), and each of APRIVA ISS LLC and APRIVA SYSTEMS, LLC. Pursuant to the First Amendment, Skysail 18 became a party to (i) that certain Note Purchase Agreement by and among the Company, APRIVA ISS LLC, APRIVA SYSTEMS, LLC and the lenders thereto dated as of March 16, 2015, as amended by the First Amendment, (ii) the related Security Agreement dated as of March 16, 2015 ("Security Agreement"), and (iii) the related Intellectual Property Security Agreement dated as of March 16, 2015 ("Intellectual Property Security Agreement"), in each case as a "Lender" thereunder. This Counterpart Signature Page may be attached to each of the Security Agreement and the Intellectual Property Security Agreement so as to evidence Skysail 18 being a party thereto as a "Lender" as of February 24, 2016.

SKYSAIL 18 LLC

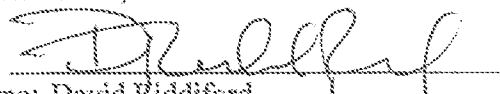
By: Spinnaker Capital 2014 GP LLC
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By: 
Name: Anastasios Parafestas
Title: Manager of Managing Member

APRIVA, LLC

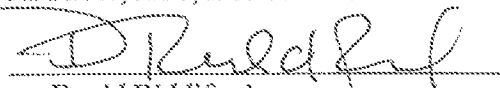
By: 
Name: David Riddiford
Title: President

APRIVA ISS, LLC

By: 
Name: David Riddiford
Title: Chief Financial Officer

APRIVA SYSTEMS, LLC

By: APRIVA, LLC, its sole member

By: 
Name: David Riddiford
Title: President

PATENT