

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3898364

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TSC ACQUISITION CORPORATION	05/26/2016
RECEIVING PARTY DATA		
Name:	OPUS BANK (A CA COMMERCIAL BANK)	
Street Address:	131 W. COMMONWEALTH	
City:	FULLERTON	
State/Country:	CALIFORNIA	
Postal Code:	92832	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9332132
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patent@buchalter.com	
Correspondent Name:	LISA LEVINSON C/O BUCHALTER NEMER	
Address Line 1:	1000 WILSHIRE BLVD.	
Address Line 2:	SUITE 1500	
Address Line 4:	LOS ANGELES, CALIFORNIA 90017	
ATTORNEY DOCKET NUMBER:	05921-0108	
NAME OF SUBMITTER:	LISA LEVINSON	
SIGNATURE:	/ll/	
DATE SIGNED:	06/01/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
source=Patent Security Agreement TSC Acquisition Corporation (Opus_TrueConnect)#page1.tif		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") is made this 26th day of May, 2016, by and among the Grantor listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement by and among TruConnect Communications, Inc., a Delaware corporation ("*TruConnect*"; and together with one or more additional direct or indirect Subsidiaries of Parent, individually and collectively, the "*Borrowers*" and each, individually, a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank 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 or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "*Security Interest*") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Patent Collateral*"):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) 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 to Bank, 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 Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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 divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of 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 Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. 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.

[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:

TSC ACQUISITION CORPORATION,
a Delaware corporation

By: 

Name: Matthew Johnson

Title: Co-Chief Executive Officer

Patent Security Agreement
TSC Acquisition Corporation

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK,
a California commercial bank

By: 

Name: Jorge C. Visitacion

Title: Managing Director

Patent Security Agreement
TSC Acquisition Corporation

PATENT
REEL: 038768 FRAME: 0103

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

GRANTOR	COUNTRY	PATENT	APPLICATION No./ PATENT No.	FILING DATE / ISSUE DATE
TSC Acquisition Corporation	USA	System and method for reclaiming obligated network resources	14/693,639 / 9332132	04/22/2015 / 05/03/2016