

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4176172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
UNWIRED NATION, INC.	06/01/2016
RECEIVING PARTY DATA	
Name:	QUISENBERRY VENTURE PARTNERS, LTD.
Street Address:	101 ENCLAVE TRAIL
City:	GEORGETOWN
State/Country:	TEXAS
Postal Code:	78628
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8554190
CORRESPONDENCE DATA	
Fax Number:	(512)368-7233
<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:	5126144110
Email:	FIRM@PBSATTORNEYS.COM
Correspondent Name:	LEE POTTS
Address Line 1:	2901 BEE CAVES RD
Address Line 2:	STE H
Address Line 4:	AUSTIN, TEXAS 78746
NAME OF SUBMITTER:	POTTS BLACKLOCK SENTERFITT PLLC
SIGNATURE:	/Lee Potts Manager/
DATE SIGNED:	12/08/2016
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 1, 2016, is made by and among Unwired Nation, Inc., a Delaware corporation (the “**Grantor**”) in favor of Quisenberry Venture Partners, Ltd. (the “**Collateral Agent**”), a Texas limited partnership, as collateral agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”).

WHEREAS, the Grantor has entered into a Senior Secured Promissory Note dated as of June 1, 2016 (the “**Loan Agreement**”), with the lenders (the “**Lenders**”) party thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of June 1, 2016, made by and between the Grantor and the Collateral Agent (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each 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 IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

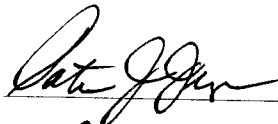
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

Unwired Nation, Inc.

By: 

Name: Patric J. Jerga

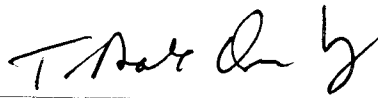
Title: CEO

Address for Notices:

AGREED TO AND ACCEPTED:

Quisenberry Venture Partners, Ltd.,
as Collateral Agent

By: Quisenberry Group, LLC, its
general partner

By: 

Name:

Title:

Address for Notices:

P.O. Box 1060
Georgetown, TX
78627

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patent Numbers: 8,554,190 B2

SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS