

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4629141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
URBAN AIRSHIP, INC.	10/05/2017
TELLO, INC.	10/05/2017
RECEIVING PARTY DATA	
Name:	SILVER LAKE WATERMAN FUND, L.P., AS AGENT
Street Address:	2775 SAND HILL ROAD, SUITE 100
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15646008
Application Number:	62548359
Patent Number:	9774696
CORRESPONDENCE DATA	
Fax Number:	(415)947-2099
<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:	4159472000
Email:	qlu@wsgr.com
Correspondent Name:	WSGR, C/O QUI LU, SENIOR PARALEGAL
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	43628.033
NAME OF SUBMITTER:	QUI LU
SIGNATURE:	/Qui Lu/
DATE SIGNED:	10/05/2017
Total Attachments: 4	
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**FIRST SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Supplement**"), dated as of October 5, 2017, is executed by **URBAN AIRSHIP, INC.**, a Delaware corporation ("**Parent**"), and **TELLO, INC.**, a Delaware corporation, ("**Tello**" and together with Parent, each a "**Grantor**" and collectively, "**Grantors**"), in favor of **SILVER LAKE WATERMAN FUND, L.P.**, a Delaware limited partnership, as agent on behalf of certain lenders ("**Agent**"). All capitalized terms used in this Supplement and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

Recitals

A. Pursuant to that certain (a) Loan and Security Agreement, dated as of March 31, 2017, by and among Grantors, the lenders party thereto and Agent (as amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**") and (b) Intellectual Property Security Agreement, dated as of May 25, 2017 ("**Security Agreement**"), executed by Grantors in favor of Agent, Grantors granted to Agent a security interest in the Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on May 30, 2017, at Reel 042532, Frame 0575, to evidence the security interest granted under the Security Agreement and Loan Agreement (the "**Patent Grant**").

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 30, 2017, at Reel 6072, Frame 0772, to evidence the security interest granted under the Security Agreement and Loan Agreement (the "**Trademark Grant**", together with Patent Grant, collectively, the "**Grant**").

C. Grantors have developed additional Collateral and desires to hereby confirm the grant of a security interest in such additional Collateral in favor of Agent, more particularly described on Schedule A annexed hereto as part hereof.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Grantors hereby grant to Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Grantors in and to the following property (collectively, the "**Collateral**"):

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

2. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.

3. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.


4. Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Agent's address is: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025

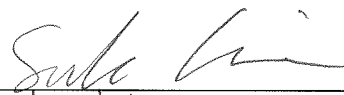
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IN WITNESS WHEREOF, Grantors have caused this Supplement to be executed as of the day and year first above written.

URBAN AIRSHIP, INC.

By: 
Name: SCOTT ALLEN
Title: CFO

TELLO, INC.

By: 
Name: Suk Kim
Title: General Counsel

[Signature page to First Supplement to Intellectual Property Security Agreement]

SCHEDULE A

PATENTS

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Urban Airship, Inc.	CHURN PREDICTION WITH MACHINE LEARNING	15/646,008	07/10/2017	-	-
Urban Airship, Inc.	DELIVER PERSONALIZED PLATFORM-SPECIFIC CONSENT USING A SINGLE URL	62/548,359	08/21/2017	-	-
Urban Airship, Inc.	USING A POLYGON TO SELECT A GEOLOCATION	13/763,572	02/08/2013	9,774,696	09/26/2017