505277665 01/14/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5324437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date	
ASSURED WIRELESS CORPORATION	01/11/2019	

RECEIVING PARTY DATA

Name:	AT&T CAPITAL SERVICES, INC.		
Street Address:	36 S. FAIRVIEW AVENUE, FIRST FLOOR		
City:	PARK RIDGE		
State/Country:	ILLINOIS		
Postal Code:	60068		

PROPERTY NUMBERS Total: 3

Property Type	Number		
Application Number:	62508906		
Application Number:	15984350		
Application Number:	16183071		

CORRESPONDENCE DATA

Fax Number: (404)541-4710

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: 404-815-6500

Email: narobinson@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP MAILS

Address Line 1: 1100 PEACHTREE STREET, SUITE 2800

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	DOCKET NUMBER: 0ATT18-1112358		
NAME OF SUBMITTER:	NATASHA M. ROBINSON		
SIGNATURE:	/Natasha M. Robinson/		
DATE SIGNED:	01/14/2019		

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of January 11, 2019, is made and entered into by ASSURED WIRELESS CORPORATION (the "<u>Grantor</u>") and AT&T CAPITAL SERVICES, INC. (the "Lender").

RECITALS:

WHEREAS, pursuant to that certain Senior Secured Convertible Promissory Note, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note"), made and executed by Grantor in favor of Lender, Lender, subject to the terms and conditions set forth therein, has agreed to make certain loans, extensions of credit and other financial accommodations to Grantor;

WHEREAS, Lender is willing to make the loans, extensions of credit and other financial accommodations to Grantor provided for in the Note only upon the condition, among others, that Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of Lender securing the obligations of Grantor under the Credit Documents pursuant to the terms and conditions of that certain Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and between Grantor and Lender;

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:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Note or in the other Credit Documents and used herein have the meaning given to them in the Note or in such other Credit Document, as applicable.

Section 2. Grant of Security Interest in Patents

In furtherance of the liens, security interests and other encumbrances granted to Lender, pursuant to the Collateral Agreement, Grantor hereby pledges, assigns and grants to Lender a security interest in all of Grantor's right, title and interest in, to and under the following personal, real and intangible property and other assets, in each case, whether now owned by or owing to, or hereafter created, developed or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Patent Collateral"), to secure the prompt and complete payment and performance of the Secured Obligations:

(a) All letters patent of the United States, any other country, regional jurisdiction or any political subdivision thereof, to the extent constituting, used, useful, related or pertaining to US2008 14907061 7

any and all Key Technology, including, without limitation, any of the foregoing patents referred to on <u>Schedule I</u> attached hereto and made part hereof and all applications for letters patent of the United States or any other country, regional jurisdiction or any political subdivision thereof (including, without limitation, any application claiming priority under applicable national or international conventions in any country or jurisdiction in the world) to the extent constituting, used, useful, related or pertaining to any and all Key Technology including, without limitation, any of the foregoing patent applications referred to on <u>Schedule I</u> attached hereto;

- (b) the right to claim priority to any such patents and patent applications under applicable national or international conventions in any country or jurisdiction in the world;
 - (c) all inventions and improvements described and claimed therein;
 - (d) all licenses of or to the foregoing, whether as licensee or licensor,
- (e) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing (including any supplementary protection certificates);
- (f) all income, royalties, damages, claims and payments now or hereafter due or payable to Grantor under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;
- (g) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any patent, patent application, or invention of the foregoing;
 - (h) all rights corresponding to any of the foregoing throughout the world; and
- (i) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral granted and reaffirmed hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, Lender shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE

TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement

If Grantor shall obtain rights to any Patent Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patents, patent applications or related renewals or extensions of the same. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include such new Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Lender may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor has caused this PATENT SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ASSURED WIRELESS CORPORATION

Ву: _

Name: Thomas Bilotta

Title: CEO

ACCEPTED AND AGREED as of the date first above written:

AT&T CAPITAL SERVICES, INC., as Lender

Bv

Name: Jeffrey R. Mason

Title: President

Signature Page to Patent Security Agreement

IN WITNESS WHEREOF, Grantor has caused this PATENT SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:	
ASSURED WIRELESS CO	RPORATION
By:	
Ву:	PORATION

ACCEPTED AND AGREED as of the date first above written:

AT&T CAPITAL SERVICES, INC., as Lender

Name: Jeffrey R. Mason

Title President

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

Grantor	Patent Number	Patent Application Number	Title	Date Patent Issued	Date Patent Applied
Assured Wireless Corporation	N/A	62/508,906	Extended Range Wireless Inter- Networking System And Device	N/A	May 19, 2017
Assured Wireless Corporation	N/A	15/984,350	Extended Range Wireless Inter- Networking System And Device	N/A	May 19, 2018
Assured Wireless Corporation	N/A	16/183,071	Extended Range Wireless Inter- Networking System And Device (continuation of App. No. 15/984,350)	N/A	November 7, 2018

PATENT REEL: 047993 FRAME: 0344

RECORDED: 01/14/2019