

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5433015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EASTWARD FUND MANAGEMENT, LLC	07/10/2017
RECEIVING PARTY DATA	
Name:	SPIDERCLOUD WIRELESS, INC.
Street Address:	475 SYCAMORE DR
City:	MILPITAS
State/Country:	CALIFORNIA
Postal Code:	95035
Name:	SPIDERCLOUD WIRELESS SERVICES, LLC
Street Address:	475 SYCAMORE DR
City:	MILPITAS
State/Country:	CALIFORNIA
Postal Code:	95035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15081311
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:	tmiller@wt-ip.com
Correspondent Name:	WITHROW & TERRANOVA PLLC
Address Line 1:	106 PINEDALE SPRINGS WAY
Address Line 4:	CARY, NORTH CAROLINA 27511
ATTORNEY DOCKET NUMBER:	HI17-837B
NAME OF SUBMITTER:	STEVEN N. TERRANOVA
SIGNATURE:	/s Steven N. Terranova s/
DATE SIGNED:	03/21/2019
Total Attachments: 2	
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PAYOFF LETTER

July 10, 2017

SpiderCloud Wireless, Inc.
SpiderCloud Wireless Services, LLC
475 Sycamore Drive
Milpitas, CA 95035
Attention: Tom Scott, Chief Financial Officer

Ladies and Gentlemen:

Reference is hereby made to Master Lease Agreement No. 646 dated as of June 20, 2016 between Eastward Fund Management, LLC ("Lessor") and SpiderCloud Wireless, Inc. and SpiderCloud Wireless Services, LLC (each individually, and collectively, "Lessee") (as amended from time to time, the "Lease"). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Lease.

Lessee has elected to terminate, and this letter shall serve as the notice of termination of, the Lease in accordance with Section 19(b) of the Lease.

This letter confirms that, if paid by wire transfer of freely and immediately available funds to:

Bank Name: First Republic Bank, Boston, MA
Account No: 80001454223
ABA No: 321081669
Account Name: Eastward Fund Management, LLC

and received on July 19, 2017 the Payoff Amount is \$15,222,499.34. If received after such date, the Payoff Amount shall increase by an additional \$4,834.94 per day from and including July 19, 2017 to and including the day prior to Lessor's receipt of such Payoff Amount.

This letter confirms that upon, and effective as of, the time of receipt by the Lessor of the Payoff Amount in the manner described above (such time being referred to as the "Effective Time") and without further action:

- (1) all security interests and other liens granted to or held by the Lessor, including against the assets of the Lessee, as security for any indebtedness under the Lease, shall be automatically fully released and discharged; and
- (2) all indebtedness and payment obligations of the Lessee under the Lease shall be paid and discharged in full, including all principal, interest and fees, except that those obligations that are expressly specified in the Lease as surviving the termination of the Lease, including without limitation, Lessee's indemnity obligation set forth in the Lease, shall continue to survive notwithstanding this termination; provided, however, that to the extent that any payments or proceeds (or any portion thereof) received by Lessor shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lessor, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lessor, and this letter shall in no way impair the claims of Lessor with respect to

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the revived obligations. For the avoidance of doubt, all indebtedness and payment obligations of Lessee to Lessor under any equity securities or convertible debt securities of Lessee acquired by Lessor, shall continue to survive notwithstanding the termination of the Lease.

The Lessor hereby authorizes Lessee, or its agent or designee, to file on Lessor's behalf the appropriate Uniform Commercial Code termination statements and releases of security interests with the appropriate filing offices pertaining to the security interests and liens described in clause (1) above in any of the property, real or personal, of the Lessee to effectuate, or reflect of public record, the release and discharge of all such security interests and liens. The Lessor will, from and after the Effective Time, deliver such other termination statements or documents as the Lessee may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens; provided that any costs and expenses of compliance with this paragraph, not incurred in the ordinary course, shall be borne by Lessee.

If the foregoing accurately reflects our mutual understanding, please so indicate by executing a counterpart of this letter and returning it to the undersigned.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MASSACHUSETTS.

Very truly yours,

EASTWARD FUND MANAGEMENT, LLC

By: 

Title: Authorized Person

Accepted and Agreed to:

SpiderCloud Wireless, Inc., Lessee

By: 

Name: Thomas Scott

Title: CFO

SpiderCloud Wireless Services, LLC, Lessee

By: 

Name: Thomas Scott

Title: CFO

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