

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7330471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Execution Date
COMERICA BANK	12/07/2015

## RECEIVING PARTY DATA

<b>Name:</b>	ZOOVE CORP.
<b>Street Address:</b>	2200 GENG ROAD
<b>Internal Address:</b>	SUITE 230
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94303

## PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7257391
Patent Number:	8718686
Patent Number:	8718687
Patent Number:	8260267
Patent Number:	8626145
Patent Number:	8880043
Patent Number:	8744501

## CORRESPONDENCE DATA

## Fax Number:

*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: 3606746233  
 Email: USPTO@GALVINPATENTLAW.COM  
 Correspondent Name: GALVIN PATENT LAW LLC  
 Address Line 1: 2916 NW BUCKLIN HIL ROAD  
 Address Line 2: SUITE 485  
 Address Line 4: SILVERDALE, WASHINGTON 98383

<b>NAME OF SUBMITTER:</b>	BRIAN R. GALVIN
<b>SIGNATURE:</b>	/Brian R. Galvin/

PATENT

**DATE SIGNED:**

05/13/2022

**Total Attachments: 26**

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# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Regina M. Scott 404-233-7000**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Zachary D. Crowe, Esq.  
 Morris, Manning & Martin, LLP  
 3343 Peachtree Road, NE  
 Suite 1600  
 Atlanta, GA 30326

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 05:47 PM 12/07/2015  
 U.C.C. Initial Filing No: 2014 2443323  
 Amendment No: 20155838609  
 Service Request No: 20151233309

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE NUMBER  
**2014 2443323; filed June 20, 2014**

THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED (for record)  
 (no records) in the REAL ESTATE RECORDS  
 (for Assignment Amendment only) on Form 1212-4 (see section Debtor's records in Item 13)

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT (full or partial):** Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8  
 For partial assignment, complete Items 7 and 8 and also indicate affected collateral in Item 9

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  
 THIS CHANGE AFFECTS  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name or other address: Complete Row 7a or 7b, and Item 7c and Item 7d  
 ADD Name: Complete Item 7a or 7b, and Row 7c  
 DELETE name: Check record point in the instructions to Item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR

8b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (one each, full name, no part, initial, or abbreviation any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME  
 INDIVIDUAL'S FIRST PERSONAL NAME  
 INDIVIDUAL'S ADDITIONAL NAME(S) (INITIALS) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

9.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral

8. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (8a or 8b) (name of Assignee, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

8a. ORGANIZATION'S NAME  
**Horizon Technology Finance Corporation, as Lender and Collateral Agent**

OR

8b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) (INITIALS) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**  
 File with the Delaware Dept. of State, U.C.C. Filing Section c/m 27611.107359

**UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY**  
**FOLLOW INSTRUCTIONS**

18. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 18 on Amendment form  
**2014 2443323; filed June 20, 2014**

20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

20a. ORGANIZATION'S NAME: <b>Horizon Technology Finance Corporation, as Lender</b>	
and Collateral Agent	
OR	
20b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME				
OR				
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
21c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME				
OR				
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME				
OR				
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

24.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME <b>DBD Credit Funding LLC</b>				
OR				
24b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
24c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

25.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME				
OR				
25b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

26. MISCELLANEOUS

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Regina M. Scott 404-233-7800**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Zachary D. Crowe, Esq.  
 Morris, Manning & Martin, LLP  
 3343 Peachtree Road, NE  
 Suite 1600  
 Atlanta, GA 30326**

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 05:48 PM 12/07/2015  
 U.C.C. Initial Filing No: 2014 2510659  
 Amendment No: 20155858674  
 Service Request No: 20151233356

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1X. INITIAL FINANCING STATEMENT FILE NUMBER  
**2014 2510659; filed June 25, 2014**

TO:  THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. For: assign/assignment/attachment/lien/UCC/SAO and provide Creditor's name in Item 9.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3.  **ASSIGNMENT (full or partial):** Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8.

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5.  **PARTY INFORMATION CHANGE:**  
 Check any of these two boxes:  Debtor or  Secured Party of record. Also check any of these three boxes:  CHANGE name and/or address: (delete Item 8a or 8b, add Item 7a or 7b, and Item 9);  ADD name: (complete Item 7a or 7b, and Item 9);  DELETE name: (delete name as set forth in Item 8a or 8b).

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one item (a or b).

a. ORGANIZATION'S NAME

OR

b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL

7. **CHANGED OR ADDED INFORMATION:** Complete for assignment or Party Information Change - provide only one item (a or b) for each. All items listed here, except as otherwise specified for the Debtor's entry.

a. ORGANIZATION'S NAME

OR

b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL

7c. MAILING ADDRESS CITY STATE FEDERAL CODE COUNTRY

8.  **COLLATERAL CHANGE:** Also check any of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral. Indicate collateral.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT.** Provide only one name (a or b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here:  and provide name in Continuing Debtor.

a. ORGANIZATION'S NAME  
**Comerica Bank**

OR

b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL

10. **OPTIONAL FILER REFERENCE DATA:**  
 File with the Delaware Dept. of State, U.C.C. Filing Section c/m 27611.107369

## SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

This Sixth Amendment to Loan and Security Agreement (this "Amendment") is entered into as of December 7, 2015 (the "Sixth Amendment Effective Date"), by and between COMERICA BANK ("Bank") and MBLOX INCORPORATED ("Borrower").

### RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of February 28, 2013, as amended from time to time, including but without limitation by that certain First Amendment to Loan and Security Agreement dated as of May 31, 2013, that certain Second Amendment to Loan and Security Agreement dated as of December 13, 2013, that certain Third Amendment to Loan and Security Agreement dated as of June 20, 2014, that certain Fourth Amendment to Loan and Security Agreement dated as of March 12, 2015 and that certain Fifth Amendment to Loan and Security Agreement dated as of June 17, 2015 (the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The following defined term and its respective definition in Section 1.1 of the Agreement hereby is amended and restated in its entirety to read as follows:

"Horizon Loan Agreement" means the Venture Loan and Security Agreement between Borrower and HORIZON CREDIT II LLC, a Delaware limited liability company, as assignee of HORIZON, HORIZON, FORTRESS CREDIT OPPORTUNITIES V CLO LIMITED, a Cayman Islands exempted company and FORTRESS CREDIT OPPORTUNITIES I LP, a Delaware limited partnership, dated as of June 20, 2014, as the same may from time to time be amended, modified, supplemented or restated.

2. The following defined terms and their respective definitions hereby are deleted in their entirety from Section 1.1 of the Agreement as follows:

"Zoove", "Zoove Secured Guaranty Documents"

3. Subsection (e)(vi) of the defined term "Permitted Investment" in Exhibit A of the Agreement hereby is amended and restated in its entirety to read as follows:

"; or (vi) transactions permitting up to an aggregate amount of Swedish Kroner Five Million Five Hundred Thousand (SEK 5,500,000) to be converted from intercompany payables/receivables to mBlox UK to Investments in Mashmobile AB."

4. Borrower has informed Bank that it intends to enter into that certain Stock Purchase Agreement by and between Borrower, Zoove Corp. ("Zoove") and VHT StarStar LLC dated as of December \_\_, 2015 (the "Stock Purchase Agreement") pursuant to which Borrower intends to sell to VHT StarStar LLC the Stock (as defined in the Stock Purchase Agreement) of Zoove for approximately Three Million Dollars (\$3,000,000) (the "Zoove Sale"). Bank hereby (i) consents to the Zoove Sale, (ii) waives any violation of Section 7.1 and Section 8.11 of the Agreement that might occur in connection with the Zoove Sale, and (iii) releases any and all liens in favor of Bank with respect to Zoove and authorizes Borrower, or its Affiliates or representatives, to file UCC statements terminating all UCC financing statements in favor of Bank with respect to Zoove and any intellectual property terminations terminating any liens on the intellectual property of Zoove.

5. Borrower has informed Bank that it intends to make success fee payments to Horizon and DBD Credit Funding LLC or their respective Affiliates or assignees in an amount equal to Two Hundred Thousand Dollars (\$200,000) and Three Hundred Thousand Dollars (\$300,000), respectively (the "Success Fee Payments"), in connection with the Zoove Sale pursuant to that certain Third Amendment of Venture Loan and Security Agreement by and among Borrower and the Lenders party thereto. Bank hereby (i) consents to Borrower's payment of the

Success Fee Payments, and (ii) waives any violation of Section 8.8 of the Agreement that might occur in connection with Borrower's payment of the Success Fee Payments.

6. Further, Borrower hereby acknowledges and Bank hereby waives Borrower's violation of Section 6.7(b) of the Agreement, as in effect prior to the Sixth Amendment Effective Date, for failure to maintain the minimum EBITDA for the measuring periods ending March 31, 2015 and July 31, 2015 (collectively, the "Existing Defaults").

7. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

8. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

9. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment, and that except for the Existing Defaults that are waived hereby, no Event of Default has occurred and is continuing.

10. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
- (b) a Second Amendment to and Affirmation of Subordination Agreement duly executed by Horizon, Horizon Credit II LLC, Fortress Credit Opportunities V CLO Limited, and Fortress Credit Opportunities I LP;
- (c) an amendment fee in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) which may be debited from any of Borrower's accounts;
- (d) all reasonable Bank Expenses incurred through the date of this Amendment, which may be debited from any of Borrower's accounts; and
- (e) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

11. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*{Balance of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

MBLOX INCORPORATED

By: 

Title: CEO

COMERICA BANK

By: 

Title: SVP

*{Signature Page to Sixth Amendment to Loan and Security Agreement}*

WEST261656304  
329034-000574

**PATENT**  
**REEL: 060064 FRAME: 0209**



Corporation Resolutions and Incumbency Certification

Authority to Procure Loans

I certify that I am the duly elected and qualified Secretary of MBLOX INCORPORATED; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, That:

1. Any one (1) of the following \_\_\_\_\_ (insert titles only) of the Corporation are/is authorized, for, on behalf of, and in the name of the Corporation to:
  - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations from Comerica Bank ("Bank"), a Texas banking association, from time to time, in an unlimited amount.
  - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
  - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
  - (d) Give security for any liabilities of the Corporation to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation; and
  - (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, and any and all amendments or modifications thereto, any or all of which may relate to all or to substantially all of the Corporation's property and assets.
2. Said Bank is authorized and directed to pay the proceeds of any such loans or discounts as directed by the persons so authorized to sign, whether so payable to the order of any of said persons in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said persons or not.
3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of

incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine, original signatures of each respectively:

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

NAME (Type or Print)	TITLE	SIGNATURE
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

In Witness Whereof, I have affixed my name as Secretary and have caused the corporate seal (where available) of said Corporation to be affixed on December \_\_\_\_, 2015.

.....  
Secretary

\*\*\*

The Above Statements are Correct. \_\_\_\_\_  
SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER OTHER THAN  
SECRETARY WHEN SECRETARY IS AUTHORIZED TO SIGN ALONE.

Failure to complete the above when the Secretary is authorized to sign alone shall constitute a certification by the Secretary that the Secretary is the sole Shareholder, Director and Officer of the Corporation.

### THIRD AMENDMENT OF VENTURE LOAN AND SECURITY AGREEMENT

This THIRD AMENDMENT OF VENTURE LOAN AND SECURITY AGREEMENT (this "Agreement"), dated as of December \_\_, 2015, is entered into by and among mBLOX, INCORPORATED, a Delaware corporation ("Borrower"), HORIZON CREDIT II LLC, a Delaware limited liability company ("Horizon"), as assignee of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation ("HRZN"), HRZN, FORTRESS CREDIT OPPORTUNITIES V CLO LIMITED, a Cayman Islands exempted company ("FCO"), FORTRESS CREDIT OPPORTUNITIES I LP, a Delaware limited partnership ("Fortress" and collectively with FCO, Horizon and HRZN, "Lenders"), as assignee of DBD Credit Funding LLC ("DBD"), and HRZN, as Collateral Agent.

#### RECITALS

A. Borrower, Lenders and Collateral Agent are parties to a certain Venture Loan and Security Agreement dated as of June 20, 2014 (as amended by that certain First Amendment of Venture Loan and Security Agreement dated as of February 1, 2015, and certain Second Amendment of Venture Loan and Security Agreement dated as of June 29, 2015, collectively, the "Loan Agreement") pursuant to which Lenders, among other things, (i) have provided certain loans to Borrower as evidenced by (a) a certain Secured Promissory Note (Loan A-1) executed by Borrower in favor of HRZN, dated as of June 20, 2014 and amended and restated as of June 29, 2015, in the original principal amount of Five Million Dollars (\$5,000,000) ("Note A-1"), (b) a certain Secured Promissory Note (Loan A-2) executed by Borrower in favor of HRZN, dated as of June 20, 2014 and amended and restated as of June 29, 2015, in the original principal amount of Five Million Dollars (\$5,000,000) ("Note A-2"), (c) a certain Secured Promissory Note (Loan B) executed by Borrower in favor of Fortress, dated as of June 20, 2014 and amended and restated as of June 29, 2015, in the original principal amount of Fifteen Million Dollars (\$15,000,000) ("Note B"), (d) a certain Secured Promissory Note (Loan C) executed by Borrower in favor of HRZN, dated as of June 29, 2015 in the original principal amount of One Million Dollars (\$1,000,000) ("Note C"), (e) a certain Secured Promissory Note (Loan D) executed by Borrower in favor of HRZN, dated as of June 20, 2014 in the original principal amount of One Million Dollars (\$1,000,000) ("Note D"), (f) a certain Secured Promissory Note (Loan E) executed by Borrower in favor of HRZN, dated as of July 30, 2015 in the original principal amount of Five Hundred Thousand Dollars (\$500,000) ("Note E" and collectively with Note A-1, Note A-2 and Note C, the "Horizon Notes") and (g) a certain Secured Promissory Note (Loan F) executed by Borrower in favor of DBD, dated as of July 30, 2015 in the original principal amount of Five Hundred Thousand Dollars (\$500,000) ("Note F" and collectively with Note B, Note D and the Horizon Notes, the "Notes") and (ii) and Collateral Agent have been granted a security interest in all assets of Borrower, including Intellectual Property (as defined in the Loan Agreement).

B. In connection with the execution of the Loan Agreement, Zoove Corp ("Zoove") executed a Guaranty and Security Agreement dated as of June 20, 2014 (the "Guaranty") for the benefit of the Lenders.

C. HRZN assigned all of its right, title and interest in and to Note A-1 and Note A-2 to Horizon on or about July 9, 2014.

D. DBD assigned all of its right, title and interest in and to Note B to Fortress on or about June 23, 2014.

E. HRZN sold all of its right, title and interest in and to Note D to FCO on or about July 31, 2015.

F. DBD assigned all of its right, title and interest in and to Note F to FCO V CLO Transferor LLC ("FCO V Transferor") on or about July 31, 2015.

G. FCO V Transferor assigned all of its right, title and interest in and to Note F to FCO on or about July 31, 2015.

H. Borrower has now requested that Lenders enter into this Agreement to, among other things, approve certain corporate actions and waive any potential violations of the Loan Agreement with respect thereto.

I. Lenders are willing to grant such requests, but only to the extent, and in accordance with the terms, and subject to the conditions, set forth herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lenders hereby agree as follows:

1. Definitions; Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement, after giving effect to this Agreement. Other rules of construction set forth in the Loan Agreement, to the extent not inconsistent with this Agreement, apply to this Agreement and are hereby incorporated by reference.

2. Consent to the Zoove Sale. Borrower has informed Lenders that it intends to enter into that certain Stock Purchase Agreement by and between Borrower and VHT StarStar LLC ("VHT") dated as of December \_\_, 2015 (the "Stock Purchase Agreement") pursuant to which Borrower intends to sell to VHT the Stock (as defined in the Stock Purchase Agreement) of Zoove (the "Zoove Sale"). Lenders hereby (i) consent to the Zoove Sale, on the terms and with the conditions set forth in the Stock Purchase Agreement as annexed hereto as Exhibit A, (ii) waive any violation of the Loan Agreement pursuant to Section 7.4, and Section 7.14, arising as a result of the Zoove Sale and (iii) releases any and all Liens in favor of Lenders with respect to Zoove and authorizes Borrower, or its Affiliates or representatives, to file UCC statements terminating UCC Financing Statement number 20142443323 and any intellectual property terminations terminating any Liens on the intellectual property of Zoove. Upon the consummation of the Zoove Sale and the execution of and consummation of the transactions contemplated in this Agreement, the Guaranty will be deemed to be terminated and Zoove shall have no further obligations pursuant to the Guaranty, except for those obligations set forth in Section 11(c) of the Guaranty.

3. Payment of the Success Fee Payments. In connection with the Zoove Sale and in consideration for the agreements contemplated herein, (i) Borrower agrees to pay, and Horizon agrees to accept, payment of \$200,000 as payment in advance of any Success Fee that may become due in connection with any Liquidation Event resulting in aggregate Consideration (as defined in the Success Fee Agreements) of less than One Hundred Million Dollars (\$100,000,000) pursuant to Section 2.1 of that certain Amended and Restated Success Fee Agreement by and between Borrower and Horizon dated June 29, 2015, and (ii) Borrower agrees to pay, and Fortress agrees to accept, payment of \$300,000 as payment in advance of any Success Fee that may become due in connection with any Liquidation Event resulting in aggregate Consideration of less than One Hundred Million Dollars (\$100,000,000) pursuant to Section 2.1 of that certain Amended and Restated Success Fee Agreement by and among Borrower and Fortress dated June 29, 2015 (each such payments, a "Success Fee Payment"); provided that, if no future Liquidation Event occurs, each of Horizon and Fortress shall be entitled to retain the Success Fee paid to Horizon or Fortress, as applicable, pursuant to this Section 3. Borrower shall pay to Horizon and Fortress their respective Success Fee Payments on the closing date of the Zoove Sale. Borrower and Lenders agree that the aggregate Consideration received as a result of the Zoove Sale shall be Three Million Dollars (\$3,000,000) (the "Zoove Consideration"). Nothing contained herein shall be deemed to be a waiver of, or satisfaction of any portion of, the obligation of Borrower to pay any Success Fee to Lenders upon the consummation of a Liquidation Event resulting in aggregate Consideration in excess of One Hundred Million Dollars (\$100,000,000). The Zoove Consideration shall be taken into account when calculating the aggregate Consideration paid in any future Liquidation Event for the purposes of determining the Success Fee owed and payable under the Success Fee Agreements in connection with such future Liquidation Event.

4. Amendments to the Loan Agreement. The Loan Agreement is amended as set forth below:

(a) The definition of "Guarantor" in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Guarantor" means each Person who on or after the initial Funding Date guarantees the payment and performance of the Obligations, including mBlox UK and NextGen."

(b) A new subsection (r) is hereby added to the definition of "Permitted Investments" in Section 1.1 of the Loan Agreement as follows:

"(r) transactions permitting up to an aggregate amount of Swedish Kroner Five Million Five Hundred Thousand (SEK 5,500,000) to be converted from intercompany payables/receivables to mBlox UK to Investments by mBlox UK in Mashmobile AB."

(c) The following shall be added to the Loan Agreement as new Section 2.7:

“2.7 Additional Fee. Borrower shall, on the date that any Final Payment is due pursuant to Section 2.2(g) above, pay a fee to Horizon in the amount of Ten Thousand Dollars (\$10,000) and a fee to Fortress in the amount of Fifteen Thousand Dollars (\$15,000).”

- (d) The following row of the Minimum EBITDA chart in Section 7.15 of the Loan Agreement is hereby deleted in its entirety:

Measurement Date	Minimum EBITDA
The last calendar day of each month from October 31, 2015 through March 31, 2016	\$3,000,000

and is replaced with the following rows:

Measurement Date	Minimum EBITDA
October 31, 2015	\$3,000,000
The last calendar day of each month from November 30, 2015 through December 31, 2015	\$2,750,000
The last calendar day of each month from January 31, 2016 through March 31, 2016	\$3,000,000

5. Waiver of Existing Defaults. Borrower hereby acknowledges and Lenders hereby waive Borrower’s violation of Section 7.15 of the Loan Agreement, as in effect prior to the date hereof, for failure to maintain the minimum EBITDA for the measurement periods ended March 31, 2015 and July 31, 2015 as a result of an accounting restatement from the change in the Company’s commission plan. Lenders do not waive any failure to comply with any section of the Loan Agreement after the date of this Agreement and Lenders do not waive any other failure by Borrower to perform its obligations under the Loan Documents at any time. This waiver is not a continuing waiver with respect to any failure to perform any obligation, is specific as to content and time and shall not constitute a waiver of any other current or future default or breach of any covenants contained in the Loan Agreement or the terms and conditions of any other documents signed by Borrower in favor of Lenders. The Lenders may still exercise any right it may have pursuant to the Loan Agreement or otherwise against Borrower because of any other breach not waived herein.

6. Representations and Warranties.

- (a) At and as of the date of this Agreement and both prior to and after giving effect to this Agreement, each of the representations and warranties contained in the Loan Agreement is true and correct in all material respects (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date).
- (b) Borrower and each Guarantor has all necessary power and authority to execute, deliver, and perform in accordance with the terms thereof, this Agreement. Borrower and each Guarantor has all requisite power and authority to own and operate their respective Property and to carry on their respective businesses as now conducted.
- (c) No Default or Event of Default (other than as explicitly waived herein) has occurred and is continuing or will exist after giving effect to this Agreement

7. Conditions to Effectiveness. Each Lender's consent and agreement herein is expressly conditioned on all of the following:

- (a) Borrower executing and delivering an executed copy of this Agreement to the Lenders;
- (b) Borrower's payment to Horizon of its legal fees in the amount of One Thousand Five Hundred Dollars (\$1,500).
- (c) Borrower's payment to Fortress of its legal fees in the amount of Three Thousand Five Hundred Dollars (\$3,500).

8. Effect of Agreement. On and after the date hereof, each reference to the Loan Agreement in the Loan Agreement or in any other document shall mean the Loan Agreement as amended by this Agreement. Except as expressly provided hereunder, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power, or remedy of Lenders, nor constitute a waiver of any provision of the Loan Agreement. Except to the limited extent expressly provided herein, nothing contained herein shall, or shall be construed to (nor shall the Borrower ever argue that anything herein will) (i) modify the Loan Agreement or any other Loan Document (ii) modify, waive, impair, or affect any of the covenants, agreements, terms, and conditions thereof, or (iii) waive the due keeping, observance and/or performance thereof, each of which is hereby ratified and confirmed by the Borrower. Except as amended above, the Loan Agreement remains in full force and effect.

9. Reaffirmations. The Borrower and each Guarantor (as such term is amended by this Agreement) hereby (i) agrees that this Agreement shall not limit or diminish the obligations of the Borrower or any Guarantor under the Loan Agreement or any other Loan Document, (ii) reaffirms its obligations under the Loan Agreement (as expressly modified hereby) and each of the other Loan Documents to which it is a party, and (iii) agrees that

the Loan Agreement (as expressly modified hereby) and each such other Loan Document remains in full force and effect and is hereby ratified and confirmed in all respects. The Borrower and each Guarantor hereby acknowledges and agrees that, as of the date hereof, (a) it has no defense, counterclaim, offset, cross-complaint, claim or demand of any kind or nature whatsoever that can be asserted to reduce or eliminate all or any part of its liability to repay the Obligations or to seek affirmative relief or damages of any kind or nature from any Agent or any Lender and (b) neither the Borrower nor any Guarantor has any cause of action, claim, defense or set-off against any Lender or any of its affiliates and subsidiaries, officers, directors, employees, shareholders, agents and representatives ("Related Parties") in any way regarding or relating to the Loan Agreement or such Lender's or its Related Parties' actions thereunder and to the extent any such cause of action, claim, defense or set-off ever existed, whether foreseen or unforeseen, it is waived and such Lender and its Related Parties are released from any such causes of action, claims, defenses or rights of set-off of Borrower and each Guarantor.

10. Headings. Headings in this Agreement are for convenience of reference only and are not part of the substance hereof.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. Counterparts. This Agreement may be executed in any number of counterparts, including by electronic or facsimile transmission, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

13. Integration. This Agreement and the Loan Documents constitute and contain the entire agreement of Borrower and Lenders with respect to their respective subject matters, and supersede any and all prior agreements, correspondence and communications.

*[Remainder of page intentionally left blank]*



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

mBLOX INCORPORATED

By: 

Name: Thomas Cotruig

Title: CEO

HORIZON CREDIT II LLC

By: \_\_\_\_\_

Name: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

HORIZON TECHNOLOGY FINANCE  
CORPORATION

By: \_\_\_\_\_

Name: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

[Signature page to Third Amendment of Venture Loan and Security Agreement]

**PATENT**  
**REEL: 060064 FRAME: 0218**

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

mBLOX INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

HORIZON CREDIT II LLC

By: *Robert D. Pomeroy, Jr.*  
Name: Robert D. Pomeroy, Jr.  
Title: Chief Executive Officer

HORIZON TECHNOLOGY FINANCE  
CORPORATION

By: *Robert D. Pomeroy, Jr.*  
Name: Robert D. Pomeroy, Jr.  
Title: Chief Executive Officer

[Signature page to Third Amendment of Venture Loan and Security Agreement]

**FORTRESS CREDIT OPPORTUNITIES I  
LP**

By: Fortress Credit Opportunities I GP LLC,  
its general partner

By: \_\_\_\_\_

Name:

Title: **DOUGLAS J. CARDONI  
CHIEF ADMINISTRATIVE OFFICER**

**FORTRESS CREDIT OPPORTUNITIES V  
CLO LIMITED**

By: FCO V CLO CM LLC, its collateral  
manager

By: \_\_\_\_\_

Name:

Title: **DOUGLAS J. CARDONI  
CHIEF ADMINISTRATIVE OFFICER**

Acknowledged and agreed:

**HORIZON TECHNOLOGY FINANCE CORPORATION,  
as Collateral Agent**

By: \_\_\_\_\_

Name: **Robert D. Pomeroy, Jr.**

Title: **Chief Executive Officer**

[Signature page to Third Amendment of Venture Loan and Security Agreement]

FORTRESS CREDIT OPPORTUNITIES I  
LP

By: Fortress Credit Opportunities I GP LLC,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

FORTRESS CREDIT OPPORTUNITIES V  
CLO LIMITED

By: FCO V CLO CM LLC, its collateral  
manager

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

HORIZON TECHNOLOGY FINANCE CORPORATION,  
as Collateral Agent

By: *Robert D. Pomeroy, Jr.*  
Name: Robert D. Pomeroy, Jr.  
Title: Chief Executive Officer

[Signature page to Third Amendment of Venture Loan and Security Agreement]

Acknowledged and agreed:

ZOOVE CORP.

By: 

Name: Thomas Cotney  
Title: CEO

MBLOX LIMITED

By: 

Name: Thomas Cotney  
Title: CEO

NEXTGEN MOBILE LIMITED

By: 

Name: Thomas Cotney  
Title: CEO

[Signature page to Third Amendment of Venture Loan and Security Agreement]

**PATENT**  
**REEL: 060064 FRAME: 0222**

EXHIBIT A

Stock Purchase Agreement

(See attached)

## SECOND AMENDMENT TO AND AFFIRMATION OF SUBORDINATION AGREEMENT

THIS SECOND AMENDMENT TO AND AFFIRMATION OF SUBORDINATION AGREEMENT is made as of December \_\_\_, 2015, by the undersigned (each a "Creditor" and collectively, "Creditors") and Comerica Bank ("Bank").

### RECITALS

MBLOX INCORPORATED ("Borrower") and Bank are parties to that certain Loan and Security Agreement dated as of February 28, 2013, as amended from time to time, including but without limitation by that certain First Amendment to Loan and Security Agreement dated as of May 31, 2013, that certain Second Amendment to Loan and Security Agreement dated as of December 13, 2013, that certain Third Amendment to Loan and Security Agreement dated as of June 20, 2014, that certain Fourth Amendment to Loan and Security Agreement dated as of March 12, 2015 and that certain Fifth Amendment to Loan and Security Agreement dated as of June 17, 2015 (collectively, the "Loan Agreement"). Borrower and Bank propose to enter into a Sixth Amendment to Loan and Security Agreement, dated as of the date hereof (the "Amendment"), which amends the Loan Agreement by, among other things, removing Zoove Corp. as a guarantor under the Loan Agreement and permitting Borrower to Transfer all of its right, title and interest in Zoove Corp. Creditors executed for the benefit of Bank a Subordination Agreement dated as of June 20, 2014 (the "Subordination Agreement"). Bank has agreed to enter into the Amendment provided, among other things, that Creditors consent to the entry by Borrower into the Amendment and agree that the Subordination Agreement will remain effective.

### AGREEMENT

NOW, THEREFORE, Bank and each Creditor agree as follows:

1. Recital C of the Subordination Agreement hereby is amended and restated in its entirety to read as follows:

"C. Each of Mblox Limited and Nextgen Mobile Limited (each a "Guarantor" and collectively the "Guarantors") has provided Bank and Creditors a guaranty with respect to the Senior Debt and the Subordinated Debt and granted Bank and Creditors a lien in their assets."

2. Section 4(a) of the Subordination Agreement hereby is amended and restated in its entirety as follows:

"(a) Borrower may make, and Creditors may accept, (i) success fee payments in an amount equal to Two Hundred Thousand Dollars (\$200,000) and Three Hundred Thousand Dollars (\$300,000), in connection with that certain Stock Purchase Agreement by and between Borrower, Zoove Corp. ("Zoove") and VHT StarStar LLC dated as of December \_\_\_, 2015 (the "Stock Purchase Agreement") pursuant to which Borrower intends to sell to VHT StarStar LLC the Stock (as defined in the Stock Purchase Agreement) of Zoove for approximately Three Million Dollars (\$3,000,000) (the "Zoove Sale") and (ii) regularly scheduled payments of principal, fees and interest which may come due under the Subordinated Loan Agreement (but not prepayments of such amounts, whether voluntary or by acceleration or otherwise) so long as no Blockage Period (as defined below) is then in effect (collectively, the "Scheduled Payments"). So long as any proceeds received by Creditors in connection with any such action be immediately turned over to Bank to be applied to reduce the Senior Debt, Creditors may, during the continuance of any default under the Subordinated Loan Agreement, take any enforcement or other remedial action in respect of Borrower or any Guarantor or any of their respective property that would not impair the Senior Debt or Bank's lien on Borrower's or any Guarantor's assets, on and after the date that is thirty (30) days after the Creditors have given Bank written notice of their intention to do any of the foregoing in a letter that specifically references this section, describes in detail the default and indicates what actions are contemplated; provided that:"

3. Each Creditor consents to the execution, delivery and performance by the Borrower of the Amendment and the modifications to the Loan Agreement effected by the Amendment, as well as all other amendments and modifications to the Loan Agreement, both now existing or hereafter arising. The Subordination Agreement shall remain in full force and effect with respect to all of Borrower's obligations to Bank, under the Loan Agreement as modified by the Amendment, and otherwise.

4. Bank and each Creditor each affirm their respective obligations under the Subordination Agreement.

5. Unless otherwise defined, capitalized terms in this Affirmation shall have the meaning assigned in the Subordination Agreement. This Affirmation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

*{Balance of Page Intentionally Left Blank}*



IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to and Affirmation of Subordination Agreement as of the first date above written.

"Bank"

COMERICA BANK

By:  \_\_\_\_\_

Title:       SVP       \_\_\_\_\_

*[Signature Page to Second Amendment to and Affirmation of Subordination Agreement]*

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to and Affirmation of Subordination Agreement as of the first date above written.

"Creditors"

HORIZON CREDIT II LLC

By: ALBERT DOMENEY, Jr.

Title: CHIEF EXECUTIVE OFFICER

HORIZON TECHNOLOGY FINANCE CORPORATION

By: ALBERT DOMENEY, Jr.

Title: CHIEF EXECUTIVE OFFICER

FORTRESS CREDIT OPPORTUNITIES V CLO LIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

FORTRESS CREDIT OPPORTUNITIES I LP

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Second Amendment to and Affirmation of Subordination Agreement]*

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to and Affirmation of Subordination Agreement as of the first date above written.

"Creditors"

HORIZON CREDIT II LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

HORIZON TECHNOLOGY FINANCE CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

FORTRESS CREDIT OPPORTUNITIES V CLO LIMITED

By: FCO V CLO CM LLC, its collateral manager

By: \_\_\_\_\_

Title: DOUGLAS J. CARDONI  
CHIEF ADMINISTRATIVE OFFICER

FORTRESS CREDIT OPPORTUNITIES I LP

By: Fortress Credit Opportunities I GP LLC, its general partner

By: \_\_\_\_\_

Title: DOUGLAS J. CARDONI  
CHIEF ADMINISTRATIVE OFFICER

[Signature Page to Second Amendment to and Affirmation of Subordination Agreement]

Acknowledged and Agreed

"Borrower"

MBLOX INCORPORATED

By:.....

Title:.....

*{Signature Page to Second Amendment to and Affirmation of Subordination Agreement}*