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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7483011

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| GUERRILLA RF, INC. | 08/11/2022 |
| GUERRILLA RF OPERATING CORPORATION | 08/11/2022 |
| RECEIVING PARTY DATA | |
| Name: | SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP |
| Street Address: | 7900 TRIAD CENTER DRIVE SUITE 333 |
| City: | GREENSBORO |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27409 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 8970296 |
| Patent Number: | 9160279 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)712-5050 |
| <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: | (703)712-5000 |
| Email: | ebernabe@mcguirewoods.com, patents@McGuireWoods.com |
| Correspondent Name: | MCGUIREWOODS, LLP |
| Address Line 1: | 1750 TYSONS BOULEVARD, SUITE 1800 |
| Address Line 4: | TYSONS, VIRGINIA 22102-4215 |
| ATTORNEY DOCKET NUMBER: | 2074339-0006 |
| NAME OF SUBMITTER: | EUSEBIO BERNABE |
| SIGNATURE: | /Eusebio Bernabe/ |
| DATE SIGNED: | 08/12/2022 |
| Total Attachments: 13 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of August 11, 2022 by and between GUERILLA RF, INC., a Delaware corporation (the “*Parent*”), GUERRILLA RF OPERATING CORPORATION, a Delaware corporation (together with Parent, the “*Borrowers*” and each, individually, a “*Borrower*”) and SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP, a North Carolina limited partnership, as collateral agent under (and as described in) the Loan Agreement (as defined below) (“*Collateral Agent*”).

RECITALS

The Lenders (as defined in the Loan Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers under that certain Loan Agreement by and among Collateral Agent, the Lenders from time to time party thereto and the Borrowers, dated as of the date hereof (the “*Loan Agreement*”). Pursuant to the terms of that certain Security Agreement dated as of the date hereof in favor of Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), the Borrowers have granted to Collateral Agent a security interest in its personal property. Capitalized terms used herein are used as defined in the Security Agreement.

NOW, THEREFORE, the Borrowers and Collateral Agent agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between the Borrowers, Collateral Agent and any Lender, the Borrowers grant to Collateral Agent, a security interest in all of the Borrowers’ right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), including without limitation (i) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, (ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof throughout the world, and (iii) all goodwill of the business connected with the use of, and symbolized by, any trademark.

The Borrowers represent and warrant that Exhibit A hereto sets forth any and all intellectual property rights in connection to which the Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Borrowers hereby acknowledge and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

The Borrowers hereby agree that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property, in each case subject to a security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. A facsimile or .pdf execution shall have the same force and effect as an original.

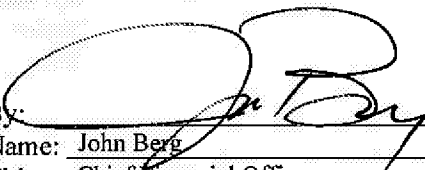
This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(Signature Pages Follow)

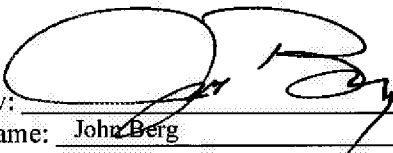
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWERS:

GUERRILLA RF, INC.

By: 
Name: John Berg
Title: Chief Financial Officer

GUERRILLA RF OPERATING CORPORATION

By: 
Name: John Berg
Title: Chief Financial Officer

(Signature Page to Intellectual Property Security Agreement -- Guerilla RF)

COLLATERAL AGENT:

SALEM INVESTMENT PARTNERS V, LIMITED
PARTNERSHIP, in its capacity as Collateral Agent

By: SIP V Management LLC, its general partner

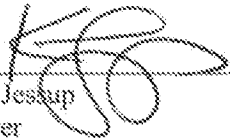

By:  _____
Name: Kevin Jeschup
Title: Manager

EXHIBIT A


Intellectual Property

1. TRADEMARKS

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|---|------------|------------|-----------|------------|---|
| MAKING BETTER NETWORKS | 88/310,025 | 02/21/2019 | 6,014,931 | 03/17/2020 | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, and power amplifier integrated circuits; Radio frequency integrated circuits for wireless communication access points; Radio frequency integrated circuits for communications applications |
|  GUERRILLARF | 97/039,739 | 09/22/2021 | | | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated |


| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|------------|----------|-----------|----------|-----------|---|
| | | | | | <p>circuits, power amplifier integrated circuits, switch circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; Radio frequency integrated circuits for wireless communication access points; Radio frequency integrated circuits for communications applications</p> <p>042 - Providing an online search engine service and website featuring a search engine for computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; providing an online search engine service and website featuring a search engine for integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, power amplifier integrated circuits, switch circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; providing an online search</p> |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|-------------------------|------------|------------|-----------|------------|---|
| GUERRILLA SEARCH | 88/309,908 | 02/21/2019 | 5,889,188 | 10/22/2019 | <p>042 - Providing an online search engine service and website featuring a search engine for computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; providing an online search engine service and website featuring a search engine for integrated circuits, namely, radio frequency integrated circuits (RFICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, and power amplifier integrated circuits; providing an online search engine service and website featuring a search engine for radio frequency integrated circuits for wireless communication access points; and providing an online search</p> |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|--|------------|------------|-----------|------------|--|
| | | | | | engine service and website featuring a search engine for radio frequency integrated circuits for communications applications |
| GUERRILLA RF | 85/948,764 | 06/03/2013 | 4,569,614 | 07/15/2014 | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, power amplifier |
| GUERRILLA RF  | 97/039,758 | 09/22/2021 | | | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, power amplifier |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|------------|----------|-----------|----------|-----------|---|
| | | | | | <p>integrated circuits, switch circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; Radio frequency integrated circuits for wireless communication access points; Radio frequency integrated circuits for communications applications</p> <p>042 - Providing an online search engine service and website featuring a search engine for computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; providing an online search engine service and website featuring a search engine for integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, power amplifier integrated circuits, switch circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; providing an online search engine service and website featuring a search engine for radio frequency integrated</p> |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|------------------------|------------|------------|-----------|------------|--|
| GUERRILLA BLOC | 88/310,016 | 02/21/2019 | 6,014,930 | 03/17/2020 | circuits for wireless communication access points; providing an online search engine service and website featuring a search engine for radio frequency integrated circuits for communications applications |
| GUERRILLA ARMOR | 88/314,622 | 02/25/2019 | 5,856,692 | 09/10/2019 | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), low noise amplifier integrated circuits, and power amplifier integrated circuits; Radio frequency integrated circuits for wireless communication access points; Radio frequency integrated circuits for communications applications |
| | | | | | 009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), low noise amplifier |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|---|------------|------------|----------|-----------|---|
|  | 97/039,732 | 09/22/2021 | | | <p>integrated circuits, low noise amplifier radio frequency integrated circuits, and power amplifier integrated circuits; Radio frequency integrated circuits for communication access points; Radio frequency integrated circuits for communications applications</p> <p>009 - Computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; Integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier integrated circuits, power amplifier integrated circuits, power amplifier integrated circuits, switch integrated circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; Radio frequency integrated circuits for wireless communication access points; Radio frequency integrated circuits for communications applications</p> <p>042 - Providing an online search engine service and website featuring a search engine for</p> |

| TRADEMARKS | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CLASSES - Goods/ Services |
|------------|----------|-----------|----------|-----------|--|
| | | | | | <p>computer hardware and semiconductor devices for use in operating radio frequency and wireless communication devices; providing an online search engine service and website featuring a search engine for integrated circuits, namely, radio frequency integrated circuits (RFICs), monolithic microwave integrated circuits (MMICs), low noise amplifier integrated circuits, low noise amplifier radio frequency integrated circuits, power amplifier integrated circuits, switch integrated circuits, mixer circuits, RF attenuators, RF power detectors, and integrated modules; providing an online search engine service and website featuring a search engine for radio frequency integrated circuits for wireless communication access points; providing an online search engine service and website featuring a search engine for radio frequency integrated circuits for communications applications</p> |

2. PATENTS

- a. Utility Patent – Title: Amplifying Circuit with Bypass Mode and Series Isolation Switch –Number 8,970,296 assigned to Guerrilla RF Operating Corporation on February 18, 2014, and issued by the US Patent and Trademark Office on March 3, 2015.
- b. Utility Patent – Title: Amplifying Circuit – Number 9,160,279 assigned to Guerrilla RF Operating Corporation on February 24, 2014, and issued by the US Patent and Trademark Office on October 13, 2015.

3. COPYRIGHTS

No registered Copyrights.