

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4426811

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

**CONVEYING PARTY DATA**

Name	Execution Date
CRYPTOPEAK SOLUTIONS, LLC	05/05/2017
ECTOLINK, LLC	05/05/2017
INTERFACE LINX, LLC	05/05/2017
SELECTIVE SIGNALS, LLC	05/05/2017
SI-FLASH DRIVES, LLC	05/05/2017
SOTERIA ENCRYPTION, LLC	05/05/2017
SYNERGY DRONE, LLC	05/05/2017
UNIBEAM PHOTONICS, LLC	05/05/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	DLI LENDING AGENT, LLC
<b>Street Address:</b>	550 N BRAND BLVD
<b>Internal Address:</b>	SUITE 2000
<b>City:</b>	GLENDALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203-1935

**PROPERTY NUMBERS Total: 53**

Property Type	Number
Patent Number:	6202150
Patent Number:	6243466
Patent Number:	6282295
Patent Number:	6389136
Patent Number:	5826245
Patent Number:	6508678
Patent Number:	8111629
Patent Number:	7855916
Patent Number:	8194452
Patent Number:	8531880
Patent Number:	8817537
Patent Number:	9257184

PATENT

<b>Property Type</b>	<b>Number</b>
Patent Number:	7069447
Patent Number:	8200375
Patent Number:	8389368
Patent Number:	8649918
Patent Number:	9079116
Application Number:	14724037
Patent Number:	6075912
Patent Number:	7596570
Patent Number:	9201941
Application Number:	14953379
Patent Number:	8234705
Patent Number:	8149844
Patent Number:	7630381
Patent Number:	9516048
Patent Number:	9398037
Patent Number:	7712142
Patent Number:	8104092
Patent Number:	8645480
Patent Number:	8965892
Patent Number:	7092355
Patent Number:	6108642
Patent Number:	6714919
Patent Number:	7158947
Patent Number:	7657460
Patent Number:	8180687
Patent Number:	8682745
Patent Number:	6927727
Patent Number:	7394423
Patent Number:	7532157
Patent Number:	7746273
Application Number:	11488271
Patent Number:	8209437
Patent Number:	8539107
Patent Number:	7532890
Patent Number:	8428604
Patent Number:	9077673
Application Number:	13757775
Patent Number:	8881180

Property Type	Number
Patent Number:	9240964
Application Number:	14966903
Patent Number:	7523858

**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.*

**Email:** DCohen@mintz.com  
**Correspondent Name:** DAVID COHEN  
**Address Line 1:** MINTZ LEVIN  
**Address Line 2:** 666 THIRD AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	51682-002
<b>NAME OF SUBMITTER:</b>	ROBERT C. SWEENEY
<b>SIGNATURE:</b>	/Robert C. Sweeney/
<b>DATE SIGNED:</b>	05/23/2017

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of May 5, 2017, is made by each undersigned grantor (together with the Borrower, each a “**Grantor**”, and collectively, the “**Grantors**”) in favor of DLI LENDING AGENT, LLC (F/K/A BLACKBIRD FINANCIAL GROUP, LLC), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Credit Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

WHEREAS, the Borrower, IPEL, INC., as parent, DLI LENDING AGENT, LLC (F/K/A BLACKBIRD FINANCIAL GROUP, LLC), as administrative agent, DLI ASSETS BRAVO, LCC, as lender (the “**Lender**”), and the Collateral Agent, are each party to the Credit Agreement, dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

(a) Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for itself and the ratable benefit of the Credit Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “**IP Collateral**”):

(i) all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;

(ii) all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(iii) all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III; and

(iv) all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Collateral Agent's Lien made in the United States Patent and Trademark Office, United States Copyright Office, or other registry office in any other jurisdiction), this Short-Form IP Security Agreement shall not constitute a grant of a security interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

(b) Security for Secured Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, subject to the terms and provisions thereof.

(c) Recordation. This IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as the case may be. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

(d) Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

(e) Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

(f) Governing Law. This IP Security Agreement and any claim, controversy or dispute arising under or related to this IP Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to conflict of laws principles that would result in the application of any law other than the law of the State of California.

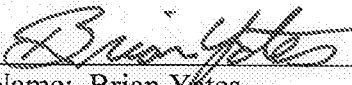
(g) Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security

Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

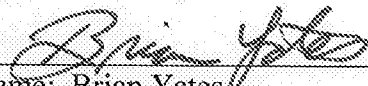
**CRYPTOPEAK SOLUTIONS, LLC,**  
a Texas limited liability company

By:   
Name: Brian Yates  
Title: President


**ECTOLINK, LLC,**  
a Texas limited liability company

By:   
Name: Brian Yates  
Title: President

**INTERFACE LINX, LLC,**  
a California limited liability company

By:   
Name: Brian Yates  
Title: President

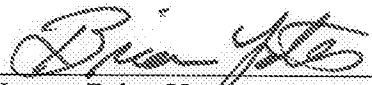
**SELECTIVE SIGNALS, LLC,**  
a Texas limited liability company

By:   
Name: Brian Yates  
Title: President


**SI-FLASH DRIVES, LLC,**

Signature Page to  
Intellectual Property Security Agreement

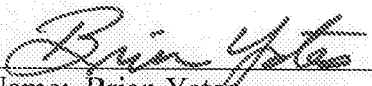
a California limited liability company

By:   
Name: Brian Yates  
Title: President

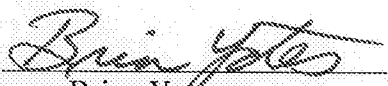
**SOTERIA ENCRYPTION, LLC,**  
a California limited liability company

By:   
Name: Brian Yates  
Title: President

**SYNERGY DRONE LLC,**  
a Texas limited liability company

By:   
Name: Brian Yates  
Title: President

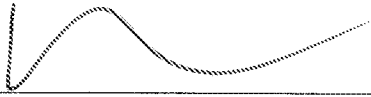
**UNIBEAM PHOTONICS, LLC,**  
a Texas limited liability company

By:   
Name: Brian Yates  
Title: President



Agreed and accepted as of the date first  
above written:

DLI LENDING AGENT, LLC,  
as Collateral Agent

By:   
Name: Robert Enayati  
Title: General Counsel

SCHEDULE I  
TRADEMARKS

None.

SCHEDULE II  
PATENTS

**UNITED STATES PATENTS:**

Portfolio #	Patent Asset Number	Portfolio Name	Portfolio Owner
1	6,202,150	CryptoPeak Solutions, LLC	CryptoPeak Solutions, LLC
	6,243,466		
	6,282,295		
	6,389,136		
2	5,826,245	EctoLink, LLC	EctoLink, LLC
3	6,508,678	Interface Linx, LLC	Interface Linx, LLC
4	8,111,629	Selective Signals, LLC	Selective Signals, LLC
5	7,855,916	Si-Flash Drives, LLC	Si-Flash Drives, LLC
	8,194,452		
	8,531,880		
	8,817,537		
	9,257,184		
6	7,069,447	Soteria Encryption, LLC	Soteria Encryption, LLC
7	8,200,375	Synergy Drone, LLC	Synergy Drone, LLC
	8,389,368		
	8,649,918		
	9,079,116		
	App. 14/724,037		
8	6,075,912	Unibeam Photonics, LLC	Unibeam Photonics, LLC
9	7,596,570	Data Backup	Spectrum Patents, Inc.
	9,201,941		
	App. 14/953,379		
10	8,234,705	Network Security	Spectrum Patents, Inc.
	8,149,844		
	7,630,381		
	9,516,048		
	9,398,037		
11	7,712,142	Data Security	Spectrum Patents, Inc.
	8,104,092		
	8,645,480		
	8,965,892		
12	7,092,355	Network Congestion	Spectrum Patents, Inc.
13	6,108,642	Fraud Detection	Spectrum Patents, Inc.
	6,714,919		
	7,158,947		
	7,657,460		
	8,180,687		
	8,682,745		
14	6,927,727	IP911	Spectrum Patents, Inc.
	7,394,423		
	7,532,157		

Portfolio #	Patent Asset Number	Portfolio Name	Portfolio Owner
	7,746,273		
	App. 11/488,271		
15	8,209,437	Rockliffe	
	8,539,107		
	7,532,890		Spectrum Patents, Inc.
	8,428,604		
	9,077,673		
	App. 13/757,775		
16	8,881,180	Jargon	
	9,240,964		Spectrum Patents, Inc.
	App. 14/966,903		
17	7,523,858	Secure Transactions	Spectrum Patents, Inc.

SCHEDULE III  
COPYRIGHTS

None.