

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Exalt Communications, Inc.		11/01/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Gold Hill Capital 2008, LP
Street Address:	One Almaden Blvd., Suite 630
Internal Address:	Attn: Sean Lynden
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85817194	EXPANDAIR
Registration Number:	3966062	EXTREMEAIR
Registration Number:	3919417	EXPLOREAIR
Registration Number:	3784291	EXTENDAIR

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	872847
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CH \$115.00 85817194

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/05/2013
<b>Total Attachments: 6</b> source=11-5-13 Exalt Communications-TM#page1.tif source=11-5-13 Exalt Communications-TM#page2.tif source=11-5-13 Exalt Communications-TM#page3.tif source=11-5-13 Exalt Communications-TM#page4.tif source=11-5-13 Exalt Communications-TM#page5.tif source=11-5-13 Exalt Communications-TM#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the November 1, 2013 by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and EXALT COMMUNICATIONS, INC. ("Grantor").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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

Address of Grantor:

254 E. Hacienda Ave.  
Gambell, CA 95008

Attn: CEO

GRANTOR:

EXALT COMMUNICATIONS, INC.

By: 

Title: CEO

Address of Secured Party:

One Almaden Blvd., Suite 630  
San Jose, CA 95113

Attn: Sean Lynden

SECURED PARTY:

GOLD HILL CAPITAL 2008, LP  
By: Gold Hill Capital 2008, LLC, General Partner

By: 

Title: Sean Lynden  
Partner  
Gold Hill Capital

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Decision directed DC offset removal	8,428,186	April 23, 2013
Adaptive multi-service data framing	8,295,304	October 23, 2012
Method and apparatus for timing and/or frequency synchronization in an RF rece	8,094,767	January 10, 2012
Automatic timing synchronization for wireless radio networks	8,040,870	October 18, 2011
Adaptive Multi-Service Data Framing	13/657,759	October 22, 2012
Apparatus for ethernet traffic aggregation of radio links	12/618,666	November 13, 2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EXPANDAIR	65/817,194	January 7, 2013
EXTREMEAIR	3,966,062	May 24, 2011
EXPLOREAIR	3,919,417	February 15, 2011
EXTENDAIR	3,784,291	May 4, 2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE