

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356305

|                                                                                                                                                                                                 |                                     |                       |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | SECURITY INTEREST                   |                       |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                     |                       |                       |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| URBAN AIRSHIP, INC.                                                                                                                                                                             |                                     | 08/31/2015            | CORPORATION: DELAWARE |
| TELLO, INC.                                                                                                                                                                                     |                                     | 08/31/2015            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                     |                       |                       |
| <b>Name:</b>                                                                                                                                                                                    | ORIX VENTURES, LLC                  |                       |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1717 MAIN STREET, SUITE 1100        |                       |                       |
| <b>City:</b>                                                                                                                                                                                    | DALLAS                              |                       |                       |
| <b>State/Country:</b>                                                                                                                                                                           | TEXAS                               |                       |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 75201                               |                       |                       |
| <b>Entity Type:</b>                                                                                                                                                                             | LIMITED LIABILITY COMPANY: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 7</b>                                                                                                                                                                |                                     |                       |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 3913907                             | AIRMAIL               |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 4259471                             | GOOD PUSH             |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 4073822                             | RICH PUSH             |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 3802525                             | URBAN AIRSHIP         |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 4113198                             | TELLO                 |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 4467995                             | PASSTOOLS             |                       |
| <b>Registration Number:</b>                                                                                                                                                                     | 3929539                             | SIMPLEGEO             |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                     |                       |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | 2149326499                          |                       |                       |
| <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> |                                     |                       |                       |
| <b>Phone:</b>                                                                                                                                                                                   | 214-932-6400                        |                       |                       |
| <b>Email:</b>                                                                                                                                                                                   | sshernandez@mcguirewoods.com        |                       |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | NAM H. HUYNH                        |                       |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 2000 MCKINNEY AVENUE, SUITE 1400    |                       |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | DALLAS, TEXAS 75201                 |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 2067493-0005                        |                       |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Nam H. Huynh                        |                       |                       |

OP \$190.00 3913907

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>SIGNATURE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | /Nam H. Huynh/ |
| <b>DATE SIGNED:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 09/25/2015     |
| <b>Total Attachments: 10</b><br>source=05 Urban Airship IP Security Agreement#page1.tif<br>source=05 Urban Airship IP Security Agreement#page2.tif<br>source=05 Urban Airship IP Security Agreement#page3.tif<br>source=05 Urban Airship IP Security Agreement#page4.tif<br>source=05 Urban Airship IP Security Agreement#page5.tif<br>source=05 Urban Airship IP Security Agreement#page6.tif<br>source=05 Urban Airship IP Security Agreement#page7.tif<br>source=05 Urban Airship IP Security Agreement#page8.tif<br>source=05 Urban Airship IP Security Agreement#page9.tif<br>source=05 Urban Airship IP Security Agreement#page10.tif |                |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2015 (the "Effective Date") by and among ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and URBAN AIRSHIP, INC., a Delaware corporation, and TELLO, INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated as of the date hereof (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). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a first-priority security interest (subject only to Permitted Liens) in all of such 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 and C 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.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. No Grantor shall, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

*[remainder of page intentionally left blank]*

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.

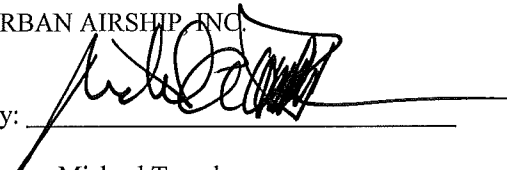
Address of Grantor:

1417 NW Everett St., Suite 300  
Portland, OR 97209

Attn: \_\_\_\_\_

GRANTORS:

URBAN AIRSHIP, INC.

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

Name: Michael Temple

Title: Chief Financial Officer

TELLO, INC.

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

Name: Michael Temple

Title: President

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

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

Name:

Title:

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.

Address of Grantor:

1417 NW Everett St., Suite 300  
Portland, OR 97209

Attn: Michael Temple

GRANTORS:

URBAN AIRSHIP, INC.

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

Name: Michael Temple

Title: Chief Financial Officer

TELLO, INC.

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

Name: Michael Temple

Title: Chief Financial Officer

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

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

Name: Jeffrey Bede

Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005630 FRAME: 0453

SCHEDULE A

Copyrights

Description

Registration Number

Registration Date

None

SCHEDULE B

Patents

| <u>Case Number</u> | <u>Case Type</u> | <u>Country</u> | <u>Priority Case Number</u> | <u>Client Name, Client Case Number</u>          | <u>Status, Filing Date, App. Serial No.</u>                 | <u>Pat/Reg No., Issue/Reg Date</u>      | <u>Title</u>                             |
|--------------------|------------------|----------------|-----------------------------|-------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| URBNP001           | US Patent        | US             |                             | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 6/14/2011<br>Serial #: 13/160,190  | Issued: 10/8/2013<br>Pat. #: 8,554,855  | Title: PUSH NOTIFICATION DELIVERY SYSTEM |
| URBNP001C1         | US Patent        | US             | URBNP001                    | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 12/14/2011<br>Serial #: 13/326,269 | Issued: 8/14/2012<br>Pat. #: 8,244,822  | Title: PUSH NOTIFICATION DELIVERY SYSTEM |
| URBNP001C2         | US Patent        | US             | URBNP001                    | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 9/6/2013<br>Serial #: 14/020,427   | Issued: 12/9/2014<br>Pat. #: 8,909,723  | Title: PUSH NOTIFICATION DELIVERY SYSTEM |
| URBNP001C3         | US Patent        | US             | URBNP001                    | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 11/7/2014<br>Serial #: 14/536,407 | Issued: 3/31/2015<br>Pat. #: 8,996,637  | Title: PUSH NOTIFICATION DELIVERY SYSTEM |
| URBNP002           | US Patent        | US             |                             | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 6/14/2011<br>Serial #: 13/160,213  | Issued: 10/29/2013<br>Pat. #: 8,572,263 | Title: PUSH GATEWAY SYSTEMS AND METHODS  |
| URBNP002C1         | US Patent        | US             | URBNP002                    | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 12/14/2011<br>Serial #: 13/326,294 | Issued: 4/16/2013<br>Pat. #: 8,423,656  | Title: PUSH GATEWAY SYSTEMS AND METHODS  |



|            |           |    |           |                                                 |                                                                  |                                        |                                                                 |
|------------|-----------|----|-----------|-------------------------------------------------|------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------|
| URBNP003   | US Patent | US |           | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 6/14/2011<br>Serial #:<br>13/160,226    | Issued: 5/20/2014<br>Pat. #: 8,731,523 | Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS |
| URBNP003C1 | US Patent | US | URBNP003  | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 4/3/2014<br>Serial #:<br>14/244,585    |                                        | Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS |
| URBNP007   | US Patent | US | URBNP007+ | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/8/2013<br>Serial #:<br>13/763,519    |                                        | Title: PUSH COMPOSER                                            |
| URBNP007+  | US Patent | US |           | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Converted<br>Filed: 2/13/2012<br>Serial #:<br>61/598,289 |                                        | Title: PUSH COMPOSER                                            |
| URBNP008   | US Patent | US | URBNP008+ | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/8/2013<br>Serial #:<br>13/763,541    |                                        | Title: PUSH REPORTING                                           |
| URBNP008+  | US Patent | US |           | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Converted<br>Filed: 2/13/2012<br>Serial #:<br>61/598,290 |                                        | Title: REPORTING                                                |
| URBNP009   | US Patent | US | URBNP003  | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 11/21/2012<br>Serial #:<br>13/683,318  |                                        | Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS |
| URBNP010   | US Patent | US |           | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Issued<br>Filed: 2/8/2013<br>Serial #:<br>13/763,559     | Issued: 3/17/2015<br>Pat. #: 8,983,494 | Title: PROCESSING LOCATION INFORMATION                          |
| URBNP011   | US Patent | US |           | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/8/2013<br>Serial #:<br>13/763,567    |                                        | Title: QUERYING FOR DEVICES BASED ON LOCATION                   |

|          |           |    |                                                 |                                                                                         |                                                           |
|----------|-----------|----|-------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------|
| URBNP012 | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/8/2013<br>Serial #: 13/763,572                              | Title: USING A POLYGON TO SELECT A GEOLOCATION            |
| URBNP014 | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/12/2015<br>6/25/2014 (priority date)<br>Serial #: 14/621297 | Title: INSTANTIATING DIGITAL WALLET ASSETS                |
| URBNP015 | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>Filed: 2/12/2015<br>6/25/2014 (priority date)<br>Serial #: 14/621300 | Title: INSTALLING DIGITAL WALLET ASSETS                   |
| URBNP016 | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending<br>2/12/2015<br>6/25/2014 (priority date)<br>Serial #: 14/621302        | Title: UPDATING DIGITAL WALLET ASSETS                     |
|          | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending--provisional<br>Filed: 2/26/2015<br>Serial #: 62/121,228                | Title: DYNAMIC SEGMENTATION, ACTIONS AND INTERACTIVE PUSH |
|          | US Patent | US | Urban Airship, Inc.(URBN)<br>No Client Case No. | Status: Pending--provisional<br>Filed: 3/26/2015<br>Serial #: 62/138,904                | Title: MOBILE EVENT STREAM                                |

US Patent US

Urban Airship,  
Inc. (URBN)  
No Client Case No.

Status: Pending--  
provisional  
Filed: 6/11/2015  
Serial #: 62/121,280

Title: REAL TIME AUTOMATION

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SCHEDULE C

Trademarks

| <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Serial/Registration No.</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>AIRMAIL</b> - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 3913907                        |
| <b>GOOD PUSH</b> - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4259471                        |
| <b>RICH PUSH</b> - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4073822                        |
| <b>URBAN AIRSHIP</b> - Application service provider featuring software for use in delivering electronic messages and content from a third party software application provider to users of mobile communication devices (Class 42)                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3802525                        |
| <b>TELLO</b> - Providing information on consumer products and services via the Internet; Providing a web site where users can post ratings, reviews and recommendations on people, products and services for commercial purposes (Class 35)                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4113198                        |
| <b>PASSTOOLS</b> - Computer software for the development of further software; computer application software for mobile devices, namely, software for gathering, analyzing, and managing loyalty cards, coupons, boarding passes, and tickets; computer software for personal information management, and data synchronization software (Class 9)                                                                                                                                                                                                                                                                                                                                           | 4467995                        |
| <b>SIMPLEGEO</b> - Application program interface (API) software that enables developers to integrate geographic and location-related data and functionality into websites, software applications, and devices (Class 09). Advertising and promotional services on behalf of others; promotional services, namely, promoting the goods and services of others through the sharing of geographic and location-related data via the Internet and other communications networks; developing and providing marketing programs for advertisers, marketers, and content providers, namely, marketing plan development (Class 35).                                                                 | 3929539                        |
| Design and development of computer software and application programming interfaces (API) software; application service provider, namely, providing, hosting, managing, developing, and maintaining applications, software, and databases in the fields of geographic and location-related services in the nature of information about availability and location of various products and services of others organized by geographic location, position information about users of wireless devices, and geographical information systems and GPS data acquisition; remote data management and storage, and wireless delivery of content and data to computers and mobile devices (Class 42) |                                |