

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394047

<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>
TruConnect Technologies, LLC		08/04/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gold Hill Capital 2008, LP		
<b>Street Address:</b>	1350 Bayshore Hwy., Suite 920		
<b>Internal Address:</b>	c/o Greenough Consulting Group		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3740345	WEFI	
<b>Registration Number:</b>	3828648	WEFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	246219		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	08/08/2016		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of August 4, 2016 by and between GOLD HILL CAPITAL 2008, LP ("Lender") and TruConnect Technologies, LLC, a Texas limited liability company ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to WeFi, Inc. (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and WeFi, Inc. dated the Effective Date (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Grantor assumed the obligation of WeFi, Inc. pursuant to an Assumption Agreement of even date herewith (as the same may be further amended, modified or supplemented from time to time, the "Assumption Agreement") and Lender is willing to enter into the Assumption Agreement only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement as amended by the Assumption Agreement.

B. Pursuant to the terms of the Loan Agreement as amended by the Assumption Agreement, Grantor has granted to Lender 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, subject to Permitted Liens (including, for the sake of clarity, the Liens in favor of Silicon Valley Bank to secure the SVB Facility).

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 as amended by the Assumption Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement as amended by the Assumption Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally solely by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Assumption Agreement, and the Loan Agreement as amended by the Assumption Agreement is hereby incorporated by reference. The provisions of the Loan Agreement as amended by the Assumption Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement as amended by the Assumption Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. For the sake of clarity, this Agreement shall terminate and expire automatically upon the IP Release Date.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. The provisions of Section 10 of the Loan Agreement apply to this Amendment.

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.

GRANTOR:

TRUCONNECT TECHNOLOGIES, LLC

By: *Nathan Johnson*  
Title: *Manager*

LENDER:

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

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

TRADEMARK

REEL: 005849 FRAME: 0146

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.

GRANTOR:

TRUCONNECT TECHNOLOGIES, LLC

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

LENDER:

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



By: \_\_\_\_\_  
Title: Tim Waterson  
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>
SYSTEM AND METHOD OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8477645	JULY 2, 2013
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK FOR OFFLOADING	9148843	APRIL 25, 2012
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	8644828	FEBRUARY 4, 2014
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	8565766	OCTOBER 22, 2013
SYSTEM AND METHOD OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8750265	JUNE 10, 2014
SYSTEM AND METHOD FOR MAPPING WIRELESS ACCESS POINTS	8126476	FEBRUARY 28, 2012
PROVIDING EASY ACCESS TO RADIO NETWORKS	8000276	AUGUST 16, 2011
DYNAMICALLY CREATED AND EXPANDED WIRELESS NETWORK	8358638	JANUARY 22, 2013
PROVIDING AND RECEIVING NETWORK ACCESS	8751648	JUNE 10, 2014
PROVIDING EASY ACCESS TO RADIO NETWORKS	15019690	FEBRUARY 9, 2016
DEVICES, SYSTEMS, AND METHODS FOR SHARING NETWORK CAPACITY	14640576	MARCH 6, 2015
METHODS AND SYSTEMS FOR USER EXPERIENCE BASED CONTENT CONSUMPTION	14296786	JUNE 5, 2014
METHODS AND SYSTEMS FOR FACILITATING NETWORK SWITCHING	14154470	JANUARY 14, 2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14084059	NOVEMBER 19, 2013

METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	13773173	FEBRUARY 21, 2013
METHOD AND SYSTEM FOR CHARGING MOBILE DEVICES	13589938	AUGUST 20, 2012
METHOD AND SYSTEM FOR ACCESSING WIRELESS NETWORKS	13486640	JUNE 1, 2012
PROVIDING EASY ACCESS TO RADIO NETWORKS	13921252	JUNE 19, 2013
PROVIDING AND RECEIVING NETWORK ACCESS	PCT/US2006/021508	JUNE 2, 2006
EXPEDITING SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025350	DECEMBER 10, 2007
MASKING CHANGES FOR SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025496	DECEMBER 10, 2007
PROVIDING EASY ACCESS TO RADIO NETWORKS	PCT/US08/009011	JULY 25, 2008
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	14028714	SEPTEMBER 17, 2013
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	14140228	DECEMBER 24, 2013
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14173306	FEBRUARY 5, 2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	14173410	FEBRUARY 5, 2014
METHODS AND SYSTEMS FOR SMALL CELLS DEPLOYMENT	14494113	SEPTEMBER 23, 2014
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	9332486	To be issued: May 3, 2016
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	9137744	SEPTEMBER 15, 2015
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK FOR OFFLOADING	14834523	AUGUST 25, 2015
HISTORICAL DATA DRIVEN NETWORK ADMISSION CONTROL	62/184,934	JUNE 26, 2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WEFI	3740345	01/09/2010
WEFI	3828648	08/03/2010
WeANDSF (Unregistered)		
WeCare (Unregistered)		
UXT (Unregistered)		

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None