

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SATMAP Incorporated		10/28/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Ventures, LLC		
Street Address:	245 Park Avenue, 19th Floor		
Internal Address:	Attn: General Counsel		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86895151	A BETTER PAIR	
Serial Number:	86807243	AFINITI	
Serial Number:	86785467	AFINITI	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	03/10/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 28, 2015 by and between ORIX VENTURES, LLC, a Delaware limited liability company (“Lender”) and SATMAP INCORPORATED, a Delaware corporation (“Grantor”).

RECITALS

A. Lender 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 Lender and Grantor, dated as of October 28, 2015 (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan 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.

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 Lender 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, and Trademarks 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.

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. For the avoidance of doubt, the exercise of rights and remedies under this Intellectual Property Security Agreement is expressly subject to the terms and provisions of the Loan Agreement.

[Signature Page Follows]

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:

Address of Grantor:

1700 Pennsylvania Avenue, Suite 560
Washington, D.C. 20006
Attn: Chief Financial Officer

SATMAP INCORPORATED

By: Philip Davis

Title: CFO

LENDER:

Address of ORIX:

485 Lexington Avenue, 27th Floor
New York, NY 10117
Attn: General Counsel, Operations Manager
and Portfolio Manager

ORIX VENTURES, LLC

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

Address of Grantor:

1700 Pennsylvania Avenue, Suite 560
Washington, D.C. 20006
Attn: Chief Financial Officer

SATMAP INCORPORATED

By: _____


Title: _____

LENDER:

Address of ORIX:

485 Lexington Avenue, 27th Floor
New York, NY 10117
Attn: General Counsel, Operations Manager
and Portfolio Manager

ORIX VENTURES, LLC

By:  _____
Mark Campbell

Title: Authorized Representative _____

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

Description

Registration No.

Registration Date

None

EXHIBIT B

Patents

Description

Patent/Appl. No.

File Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
ENTERPRISE BEHAVIOR MATCHING	86710106	7/30/15
SATMAP	85849628	2/14/13
A BETTER PAIR	86895151	2/2/16
AFINITI	86807243	11/2/15
AFINITI	86785467	10/12/15