

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379258

<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>
Phunware, Inc.		03/25/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85946861	TAPIT BY PHUNWARE	
<b>Serial Number:</b>	85946857	TAPIT! BY PHUNWARE PW	
<b>Serial Number:</b>	85946855	TAPIT	
<b>Registration Number:</b>	4877948	PHUNWARE	
<b>Registration Number:</b>	4720851	PHUNWARE	
<b>Registration Number:</b>	4700492	PHUNWARE	
<b>Registration Number:</b>	4700491	PHUNWARE	
<b>Registration Number:</b>	4229728	P	
<b>Registration Number:</b>	4337237	P W	
<b>Registration Number:</b>	4352509	PHUNWARE	
<b>Registration Number:</b>	4123079	TAPIT.COM	
<b>Registration Number:</b>	4148896	TAPIT!	
<b>Registration Number:</b>	4143948	PHUNDEALS	
<b>Registration Number:</b>	3432890	DIVA	
<b>Registration Number:</b>	3298982	GOTV	
<b>Registration Number:</b>	3783790	TRUE COUNTRY	
<b>Registration Number:</b>	3951482	PRAISE	
<b>Registration Number:</b>	3951479	PHLAMWARE	
<b>Registration Number:</b>	4060441	POCKETSHARE	

CH \$640.00 85946861

Property Type	Number	Word Mark
Registration Number:	3725473	LIVE FROM YOU
Registration Number:	3760294	LIVE FROM YOU
Registration Number:	3517364	ES MUSICA
Registration Number:	3635876	ES MUSICA
Registration Number:	3535955	HIP HOP OFFICIAL
Registration Number:	3465603	HIP HOP OFFICIAL

**CORRESPONDENCE DATA**

Fax Number: 2138960400

*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.*

Phone: 2138915604

Email: aarnelle@buchalter.com

Correspondent Name: Amy Arnelle

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	B7285-0305
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	04/04/2016

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2016, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and PHUNWARE, INC., a Delaware corporation ("Grantor"), is made with reference to the Business Financing Agreement, dated as of March 25, 2016 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, 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 Financing Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

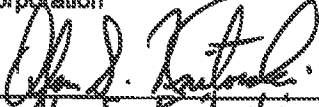
Lender agrees to release its security interest in the Intellectual Property Collateral when it releases its lien in the Collateral in accordance with the terms of the Financing Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

PHUNWARE, INC.,  
a Delaware corporation


By:   
Name: Alan J. Kautowski  
Title: CEO

Address for Notices:

PHUNWARE, INC.  
7800 Shoal Creek Blvd., Suite 210 W  
Austin, TX 78757

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

By:   
Name: John L. ...  
Title: AVP

Address for Notices:

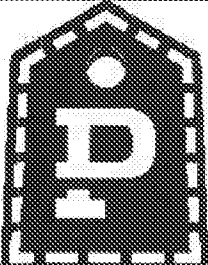
WESTERN ALLIANCE BANK  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

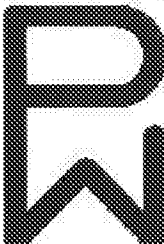




EXHIBIT A  
COPYRIGHTS

None

EXHIBIT B  
TRADEMARKS

Owner	Trademark	Serial No./ Registration No.	Filing Date/ Registration date
Phunware, Inc.	TAPIT BY PHUNWARE	85946861	May 30, 2013
Phunware, Inc.	TAPII! BY PHUNWARE PW	85946857	May 30, 2013
Phunware, Inc.	TAPIT	85946855	May 30, 2013
Phunware, Inc.	PHUNWARE	85983562 / 4877948	May 30, 2013 / December 29, 2015
Phunware, Inc.	PHUNWARE	85983563 / 4720851	May 30, 2013 / April 14, 2015
Phunware, Inc.	PHUNWARE	85946868 / 4700492	May 30, 2013 / March 10, 2015
Phunware, Inc.	PHUNWARE	85946864 / 4700491	May 30, 2013 / March 10, 2015
Phunware, Inc.		85570625 / 4229728	March 15, 2012 / October 23, 2012

Owner	Trademark	Serial No./ Registration No.	Filing Date/ Registration date
Phunware, Inc.		85570618 / 4337237	March 15, 2012 / May 21, 2013
Phunware, Inc.	PHUNWARE	85570612 / 4352509	March 15, 2012 / June 18, 2013
Phunware, Inc.		85311624 / 4123079	May 4, 2011 / April 3, 2012
Phunware, Inc.		85303800 / 4148896	April 25, 2011 / May 29, 2012
Phunware, Inc.	PHUNDEALS	85256905 / 4143948	March 3, 2011 / May 15, 2012
Phunware, Inc.	DIVA	78737963 / 3432890	October 21, 2005 / November 27, 2007
Phunware, Inc.	GOTV	78583177 / 3298982	March 8, 2005 / September 25, 2007
Phunware, Inc.	TRUE COUNTRY	77803340 / 3783790	August 12, 2009 / May 4, 2010

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005764 FRAME: 0777**

Owner	Trademark	Serial No./ Registration No.	Filing Date/ Registration date
Phunware, Inc.	PRAISE	77766654 / 3951482	June 23, 2009 / April 26, 2011
Phunware, Inc.	PHLAMEWARE	77765064 / 3951479	June 22, 2009 / April 26, 2011
Phunware, Inc.	POCKETSHARE	77765048 / 4060441	June 22, 2009 / November 22, 2011
Phunware, Inc.	LIVE FROM YOU	77743172 / 3725473	May 22, 2009 / December 15, 2009
Phunware, Inc.	LIVE FROM YOU	77743157 / 3760294	May 22, 2009 / March 16, 2010
Phunware, Inc.	ES MUSICA	77187477 / 3517364	May 22, 2007 / October 14, 2008
Phunware, Inc.	ES MUSICA	77187465 / 3635876	May 22, 2007 / June 9, 2009
Phunware, Inc.	HIP HOP OFFICIAL	77187661 / 3535955	May 22, 2007 / November 25, 2008
Phunware, Inc.	HIP HOP OFFICIAL	77187655 / 3465603	May 22, 2007 / July 15, 2008

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005764 FRAME: 0778**



EXHIBIT C  
PATENTS

Owner	Patent Title	Application No./ Patent No.	Filing Date/ Patent date
PHUNWARE, INC.	METHOD AND SYSTEM FOR CUSTOMIZING CONTENT ON A SERVER FOR RENDERING ON A WIRELESS DEVICE	12/018,141 / 9,015,692	April 18, 2013/ April 21, 2015
PHUNWARE, INC.	METHOD AND SYSTEM FOR RENDERING CONTENT ON A WIRELESS DEVICE	13865,987 / 8989715	April 18, 2013 / March 24, 2015
PHUNWARE, INC.	GEO-FENCE ENTRY AND EXIT NOTIFICATION SYSTEM	13/586,127 / 8,812,027	August 15, 2012 / August 19, 2014
PHUNWARE, INC.	SYSTEMS AND METHODS FOR ENTERPRISE BRANDED APPLICATION FRAMEWORKS FOR MOBILE AND OTHER ENVIRONMENTS	13/033,526 / 8,788,358	February 23, 2011 / July 22, 2014
PHUNWARE, INC.	METHODS AND SYSTEMS FOR INTERACTIVE USER INTERFACE OBJECTS	13076370 / 8732619	March 30, 2011 / May 20, 2014
PHUNWARE, INC.	SERVER METHOD AND SYSTEM FOR EXECUTING APPLICATIONS ON A WIRELESS DEVICE	13/440,240 / 8,560,601	April 5, 2012 / October 15, 2013

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005764 FRAME: 0779**

Owner	Patent Title	Application No./ Patent No.	Filing Date/ Patent date
PHUNWARE, INC.	SERVER METHOD AND SYSTEM FOR EXECUTING APPLICATIONS ON A WIRELESS DEVICE	14336960 / ***	July 21, 2014 / ***
PHUNWARE, INC.	METHOD AND SYSTEM FOR RENDERING CONTENT ON A WIRELESS DEVICE	11/888,803 / 8,478,245	August 1, 2007 / July 2, 2013
PHUNWARE, INC.	CLIENT-SIDE WIRELESS COMMUNICATIONS LINK SUPPORT FOR MOBILE HANDHELD DEVICES	11/977,212 / 8,060,594	October 23, 2007 / November 15, 2011
PHUNWARE, INC.	SERVER-SIDE WIRELESS COMMUNICATIONS LINK SUPPORT FOR MOBILE HANDHELD DEVICES	11/977,319 / 8,009,619	October 23, 2007 / August 30, 2011
PHUNWARE, INC.	METHODS AND SYSTEMS FOR INTERACTIVE USER INTERFACE OBJECTS	14/279269 / ***	May 15, 2014 / ***
PHUNWARE, INC.	GEO-FENCE ENTRY AND EXIT NOTIFICATION SYSTEM	14322331 / ***	July 2, 2014 / ***

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