

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORION LABS, INC.	FORMERLY ONBEEP, INC.	07/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88185343	ORION SYNC	
Serial Number:	86737861	ORION LABS	
Serial Number:	86737839	ORION LABS	
Registration Number:	5470033	ORION LABS	
Registration Number:	5470032	ORION LABS	
Registration Number:	5052703	ORION LABS	
Registration Number:	5052702	ORION LABS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001624		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$190.00 88185343

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	07/10/2019
Total Attachments: 10 source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page1.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page2.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page3.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page4.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page5.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page6.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page7.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page8.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page9.tif source=SVB_Orion Labs (Executed Intellectual Property (IP) Security Agreement 6_19)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of July 9, 2019, but effective as of April 12, 2019 by and between SILICON VALLEY BANK (“**Bank**”) and ORION LABS, INC., a Delaware corporation (formerly known as OnBeep, Inc.) (“**Grantor**”).

RECITALS

A. Bank 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 Amended and Restated Loan and Security Agreement dated as of April 12, 2018 (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).

B. Concurrently herewith, Bank and Borrower are entering into that certain Default Waiver and First Amendment to Amended and Restated Loan and Security Agreement (the “**Amendment**”). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank 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.

C. Pursuant to the terms of the Amendment, Grantor has granted to Bank 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 any and all intellectual property rights in computer software and computer software products 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 and any patents and patent applications claiming the priority benefit of 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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally 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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or

inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

ORION LABS, INC.

By  _____
Name: Jesse Robbins
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By  _____
Name: Brian Bell
Title: Managing Director

EXHIBIT A

Copyrights

Description

None Identified

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Encrypted Group Communications	10,305,686	05/28/2019
One-Touch Group Communication Device Control	10,270,894	04/23/2019
Dynamic Muting Audio Transducer Control for Wearable Personal Communication Nodes	10,120,644	11/06/2018
Intelligent Agent Features for Wearable Personal Communication Nodes	10,110,430	10/23/2018
Proximity-Based Linking for Wearable Group Communication Device	10,061,955	08/28/2018
One-Touch Group Communication Device Control	10,057,394	08/21/2018
Low Energy Audio Streaming	10,045,186	08/07/2018
Wearable Communication Device	D816,051	04/24/2018
Image-Acquisition-Based Linking for Wearable Group Communication Device	9,948,398	04/17/2018
Dynamic Muting Audio Transducer Control for Wearable Personal Communication Nodes	9,940,094	04/10/2018
Device to Device Grouping of Personal Communication Nodes	9,936,010	04/03/2018
Exchanging Group Communications Over Family Radio Service (FRS) Channels	16/198,144	11/21/2018
Translational Bot for Group Communication	16/182,474	11/06/2018
Transcription Bot for Group Communications	16/149,692	10/02/2018
Operating Environment Partitioning for Securing Group Communication Device Resources	16/120,048	08/31/2018
Intelligent Agent Features for Wearable Personal Communication Nodes	16/142,314	09/26/2018

Proximity-Based Linking for Wearable Group Communication Device	16/054,420	08/03/2018
Bot Group Messaging Using Bot-Specific Voice Libraries	15/937,035	03/27/2018)
Low Energy Audio Streaming	16/019,749	06/27/2018
Bot Group Messaging Using General Voice Libraries	PCT US2018024513	03/27/2018
Shared and Per-User Bot Group Messaging Method	PCT US2018024506	03/27/2018
Bot Group Messaging Using Bot-Specific Voice Libraries	PCT US2018024529	03/27/2018
Bot Group Messaging Method	PCT US2018024491	03/27/2018
Shared and Per-User Bot Group Messaging Method	15/936,898	03/27/2018
Bot Group Messaging Using General Voice Libraries	15/936,941	03/27/2018
Bot Group Messaging Method	15/936,863	03/27/2018
Phone-Less Member of Group Communication Constellations	PCT US2018020738	02/03/2018
Phone-Less Member of Group Communication Constellations	15/910,772	03/02/2018
Image-Acquisition-Based Linking for Wearable Group Communication Device	15/912,266	03/05/2018)
Device to Device Grouping of Personal Communication Nodes	15/880,281	01/25/2018
Group Communication Forwarding to a Secondary Device	PCT US2017056096	10/11/2017
Group Communication Forwarding to a Secondary Service	15/729,835	10/11/2017
End-to-End Encryption for Personal Communication Nodes	15/437,661	02/21/2017
Discovery and Formation of Local Communication Group	PCT US2017038488	06/21/2017

Discovery and Formation of Local Communication Group	15/627,901	06/20/2017
Supplemental Audio Content for Group Communications	PCT US2017036299	06/07/2017
Supplemental Audio Content for Group Communications	15/615,932	06/07/2017
Low Energy Audio Streaming	PCT US2017206422	04/06/2017
Wearable Group Communication Device Linking	15/461,800	03/17/2017
Wearable Group Communication Device Linking	PCT US2017022988	03/17/2017
Group Communication Device Management	15/521,657	10/30/2015
Intelligent Routing Between Wearable Group Communication Devices	15/281,588	09/30/2016
Wearable Group Communication Device Bypass Connectivity	15/275,946	09/26/2016
Intelligent Agent Features for Wearable Personal Communication Nodes	PCT US2016034576	05/27/2016
Group Communication Device Management	PCT US2015058225	10/30/2015
Dynamic Muting Audio Transducer Control for Wearable Personal Communication Nodes	16/152684	10/05/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ORION SYNC	88/185,343	11/07/2018
ORION LABS (& design)	86/737,861	08/26/2015
ORION LABS (& design)	86/737,839	08/26/2015
ORION LABS (& design)	5470033	05/15/2018
ORION LABS	5470032	05/15/2018
ORION LABS (& design)	5052703	10/04/2016
ORION LABS	5052702	10/04/2016

EXHIBIT D

Mask Works

Description

None Identified

Registration/
Application
Number

Registration/
Application
Date