

06-04-2008



ET

103506571

To the Director of the U. S. Patent and Trademark Office, and documents or the new address(es) below.

6208

1. Name of conveying party(ies):

NEATO ROBOTICS, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) NOVEMBER 30, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: VENCORE SOLUTIONS LLC

Internal Address: SUITE 350

Street Address: 4500 SW KRUSE WAY

City: LAKE OSWEGO

State: OREGON

Country: USA Zip: 97035

- Association
  - General Partnership
  - Limited Partnership
  - Corporation
  - Other \_\_\_\_\_
- Citizenship DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**\* PLEASE SEE ATTACHED (1-5 ON NEXT PAGE)**

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: VENCORE SOLUTIONS LLC

Internal Address: \_\_\_\_\_

Street Address: 4500 SW KRUSE WAY  
SUITE 350

City: LAKE OSWEGO

State: OREGON Zip: 97035

Phone Number: 503.675.3121

Fax Number: 503.675.3130

Email Address: KISEH@VENCORECAPITAL.COM

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Refund Refund Date  
06/03/2008 MJANA1 0000162983

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_ CHECK Refund Total: \$50.00

9. Signature: Kiseh Pond

Signature

KISEH POND

Name of Person Signing

MAY 29, 2008  
Date

06/03/2008 09:11 AM 7/15/08  
sheet, attachments, and document. 10

01 EC-8521

02 EC-8520

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0920, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

48.00 OP  
**INCLUDE CHECK**

## EXHIBIT C

## TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
1) NEATO ROBOT	77/200,615	06/07/07
2) NEATO ROBOT	77/200,612	06/07/07
3) NEATO ROBOTICS	77/200,593	06/07/07
4) NEATO ROBOTICS	77/200,687	06/07/07
5) NEATO ROBOTICS	77/200,563	06/07/07

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 20, 2007 by and among VENCORE SOLUTIONS LLC, a Delaware limited liability company ("*Lender*") and NEATO ROBOTICS, INC., 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 Number 1705 by and between Lender and Grantor dated as of July 2, 2007 (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. Lender is willing to extend and to continue to extend financial accommodations 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the 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 Exhibits 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 (collectively, "*Intellectual Property Collateral*").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

NEATO ROBOTICS, INC.

By: [Signature]  
Name: [Signature]  
Title: CEO

Address of Grantor:

145 Addison Street  
Palo Alto, CA 94301  
Attention: Joe Augenbraun, Chief Executive Officer  
*1530 S BROWN AVE #210  
MENLO PARK, CA 94025*

LENDER:

VENCORE SOLUTIONS LLC

By: [Signature]  
Name: [Signature]  
Title: PRESIDENT

4500 SW Kruse Way, Suite 350  
Lake Oswego, OR 97035  
Attention: Jim Johnson

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
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677670 v1/71N

TRADEMARK  
REEL: 003790 FRAME: 0626

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Multi-function robotic device	11/515,022	09/01/06
Localization and mapping system and method for a robotic device	11/515,100	09/01/06
Distance sensor system and method	11/780,017	07/19/07

EXHIBIT C  
TRADEMARKS

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NEATO ROBOTICS	77/200,563	06/07/07

FIRST AMENDMENT  
TO  
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement is entered into as of November 30, 2007 (the "Amendment"), by and between VENCORE SOLUTIONS LLC ("Lender") and NEATO ROBOTICS, INC. ("Debtor").

RECITALS

Debtor and Lender are parties to that certain Loan and Security Agreement (the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The following definition in the Agreement is amended to read as follows:

"Collateral" means all of Debtor's property, now existing or hereafter arising, including accounts, inventory, equipment, general intangibles, financial assets, investment property, deposit accounts, instruments, chattel paper, patents, copyrights, trademarks, trade secrets and other similar types of intellectual property (the "Intellectual Property") and the proceeds thereof.

2. Lender acknowledges that all actions taken in enforcing this Agreement, including without limitation the disposition of any Collateral, including Intellectual Property, are subject to standards of commercial reasonableness set forth in the Uniform Commercial Code. Lender will not sell or dispose of any interest in the Intellectual Property without notice to, and a reasonable period of consultation with, (a) Borrower and (b) such of Borrower's investors as Borrower shall specify to Lender in writing, such consultation to include discussions as to the identity of prospective purchasers of the Intellectual Property and the timing and method of disposition likely to result in the highest price for the Intellectual Property.

3. Section 7(h) of the Agreement is amended to read as follows: "(h) Any material adverse change in the financial condition and/or ownership of Debtor wherein the security interest of Lender is materially jeopardized or diminished or Debtor's ability to repay Lender is materially jeopardized or diminished."

4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the Agreement, as in effect prior to the date hereof. Debtor ratifies and reaffirms the continuing effectiveness of all instruments, documents and agreements entered into in connection with the Agreement. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

5. As a condition to the effectiveness of this Amendment, Lender shall have received, in form and substance satisfactory to Lender, the following:

(a) this Amendment;

(b) an intellectual property security agreement; and

(c) payment of a fee of \$2,500, and an amount equal to Lender Expenses incurred in connection with this Amendment; and

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

NEATO ROBOTICS, INC.

By: MAN SAFAI

Title: CEO

VENCORE SOLUTIONS LLC, a Delaware Limited



Liability Company

By: Art Hameter

Title: President