

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEATO ROBOTICS, INC.		08/24/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SQUARE 1 BANK
<b>Street Address:</b>	406 Blackwell Street
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3982077	N
Registration Number:	4023265	N
Registration Number:	3975186	
Registration Number:	4012956	
Registration Number:	3904617	NEATO ROBOTICS
Registration Number:	3911953	NEATO XV-11
Serial Number:	77826710	RPS TECHNOLOGY
Serial Number:	77826745	RPS TECHNOLOGY
Registration Number:	4016401	RPS TECHNOLOGY
Registration Number:	4102769	YOUR FUTURE IS NEAT
Registration Number:	3982129	YOUR FUTURE IS NEAT

**CORRESPONDENCE DATA**

Fax Number: 9193541278

**900281538**

**TRADEMARK  
 REEL: 005226 FRAME: 0675**

**CH \$290.00 3982077**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919-314-3086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	02/27/2014

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 24, 2012 by and between SQUARE 1 BANK ("*Bank*") and Neato Robotics, Inc., a Delaware corporation (jointly and severally, "*Grantor*").

### RECITALS

A. Bank 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 Bank and Grantor dated of even date herewith (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. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank 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 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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 of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**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:

NEATO ROBOTICS, INC.

By   
Title                     CFO                    

Address of Grantors:

8100 Jarvis Avenue, Suite 100  
Newark, California 94560

Bank:

Square 1 Bank

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

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 \_\_\_\_\_  
Title \_\_\_\_\_

Address of Grantors:

8100 Jarvis Avenue, Suite 100  
Newark, California 94560

Bank:

Square 1 Bank

By \_\_\_\_\_  
Name M. EGGIN  
Title VP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement-Parent]*

**TRADEMARK**  
**REEL: 005226 FRAME: 0680**

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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NONE.

**EXHIBIT B****PATENTS**





<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Multi-Function Robotic Device	7,555,363 (US)	6/30/2009
Localization and Mapping System for a Robotic Device	11/515,100 (US)	9/1/2006
Multi-Function Robotic Device	2006284577 (AU)	9/1/2006
Multi-Function Robotic Device	2,621,087 (CA)	9/1/2006
Multi-Function Robotic Device	ZL200680039117.4 (CN)	1/11/2012
Multi-Function Robotic Device	06814077.1 (EP)	9/1/2006
Multi-Function Robotic Device	09103261.7 (HK)	9/1/2006
Multi-Function Robotic Device	2008-529319 (JP)	9/1/2006
Multi-Function Robotic Device	2008-7005900 (KR)	9/1/2006
Multi-Function Robotic Device	567040 (NZ)	9/5/2011
Distance Sensor System and Method	11/780,017 (US)	7/19/2007



<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	2010286429 (AU)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	2,772,636 (CA)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	201080045901.2 (CN)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	10760486.0 (EP)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	2012-527100 (JP)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	10-2012-7006404 (KR)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	598500 (NZ)	8/31/2010
Method and Apparatus for Simultaneous Localization and Mapping of Mobile Robot Environment	12/873,018 (US)	8/31/2010

**EXHIBIT C**  
**TRADEMARKS**

**Country: United States**

<b>Mark (Description)</b>	<b>Registration/Application No.</b> <b>Status</b>	<b>Application Date</b>
Arrow Design in Class 7 	3,982,077 Registered	August 17, 2009
Arrow Design in Class 9 	4,023,265 Registered	August 17, 2009
Circle Design in Class 7 	3,975,186 Registered	August 17, 2009
Circle Design in Class 9 	4,012,956 Registered	August 17, 2009
NEATO ROBOTICS in Class 9	3,904,617 Registered	June 7, 2007
NEATO XV-11 in Class 9	3,911,953 Registered	September 15, 2009
PIONEERING NEAT in Class 9	77/826776 Pending	September 15, 2009
PIONEERING NEAT in Class 7	77/826725 Pending	September 15, 2009

<b>Mark (Description)</b>	<b>Registration/Application No. Status</b>	<b>Application Date</b>
RPS TECHNOLOGY in Class 3	77/826710 Pending	September 15, 2009
RPS TECHNOLOGY in Class 7	77/826745 Pending	September 15, 2009
RPS TECHNOLOGY in Class 9	4,016,401 Registered	September 15, 2009
YOUR FUTURE IS NEAT in Class 7	4,102,769 Registered	September 15, 2009
YOUR FUTURE IS NEAT in Class 7	3,982,129 Registered	September 15, 2009

**EXHIBIT C**  
**TRADEMARKS**

**Foreign**

<b>Country</b>	<b>Mark (Description)</b>	<b>Registration/Application No.</b> <b>Status</b>	<b>Application Date</b>
Australia	NEATO ROBOT in Classes 7	1242211 Registered	May 21, 2008
Australia	NEATO ROBOTICS in Classes 3, 5, 7	1242210 Registered	May 21, 2008
China	NEATO ROBOT in Class 7	6182543 Registered	July 24, 2007
China	NEATO ROBOTICS in Class 3	6182546 Registered	July 24, 2007
China	NEATO ROBOTICS in Class 7	6182545 Registered	July 24, 2007
Community Trade Mark (EU)	NEATO ROBOT in Classes 3, 7, 9	6023386 Registered	June 12, 2007
Community Trade Mark (EU)	NEATO ROBOTICS in Classes 3, 7, 9	6023378 Registered	June 12, 2007
Japan	NEATO ROBOT in Classes 7, 9	5223639 Registered	May 22, 2008
Japan	NEATO ROBOTICS Classes 3, 7, 9	5225670 Registered	May 22, 2008