

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEATO ROBOTICS, INC.		02/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85757674	BOTVAC	
Serial Number:	85751546	NEATO BOTVAC	
Serial Number:	85757665	BOTVAC	
Serial Number:	85751529	NEATO BOTVAC	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$115.00 85757674

900281539

TRADEMARK
REEL: 005226 FRAME: 0687

Signature:	/leeconner-tkf/
Date:	02/27/2014
Total Attachments: 6 source=Neato Robotics Supplement to the IPSA - Signed#page1.tif source=Neato Robotics Supplement to the IPSA - Signed#page2.tif source=Neato Robotics Supplement to the IPSA - Signed#page3.tif source=Neato Robotics Supplement to the IPSA - Signed#page4.tif source=Neato Robotics Supplement to the IPSA - Signed#page5.tif source=Neato Robotics Supplement to the IPSA - Signed#page6.tif	

**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of February 25, 2014 by and between SQUARE 1 BANK ("Bank") and NEATO ROBOTICS, INC., a Delaware corporation("Grantor").

RECITALS

A. Bank and Grantor previously entered into an Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of the "Effective Date" (which was August 24, 2012). (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement, and the Intellectual Property listed on Exhibit D hereto to Exhibit D of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto (including without limitation the patents, trademarks, copyrights and Mask Works, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) 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, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or

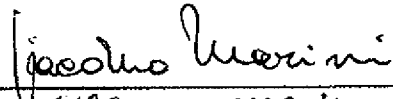
patents registered with the United States Patent and Trademark Office, or copyrights or mask works registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to 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: 
Name: GIACOMO MARINI
Title: CHAIRMAN & CEO

BANK:

SQUARE 1 BANK


By: 
Name: Peter Mason
Title: _____

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None.		

EXHIBIT B

PATENTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Multi-function robotic device	12/469077	05/20/09

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
BOTVAC	85757674	10/18/12
NEATO BOTVAC	85751546	10/11/12
BOTVAC	85757665	10/18/12
NEATO BOTVAC	85751529	10/11/12

EXHIBIT D

MASK WORKS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None		