

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vencore Solutions LLC		11/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Neato Robotics, Inc.		
Street Address:	8100 Jarvis Avenue, Suite 100		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77200615	NEATO ROBOT	
Serial Number:	77200612	NEATO ROBOT	
Serial Number:	77200593	NEATO ROBOTICS	
Serial Number:	77200687	RADSPEAK	
Serial Number:	77200563	NEATO ROBOTICS	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Linda G. Henry		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		

CH \$140.00 77200615

ATTORNEY DOCKET NUMBER:	24918-00070
NAME OF SUBMITTER:	Linda G. Henry
Signature:	/lgh/
Date:	03/04/2014

Total Attachments: 11

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VENCORE
Solutions LLC

November 18, 2010

Mr. Doug DeNardo
Director of Finance
Neato Robotics, Inc., a Delaware Corporation
1916 Old Middlefield Way, Ste A
Mountain View, CA 94043

Dear Mr. DeNardo:

Reference is hereby made to Loan and Security Agreement Number 1705 and Promissory Note Number 01 dated as of July 10, 2007, between VenCore Solutions LLC, a Delaware Limited Liability Company ("Vencore") and Neato Robotics, Inc., a Delaware Corporation ("Neato") as amended from time to time (the "Agreement"). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement.

This letter confirms that Vencore has received payment in full of all obligations under the Agreement and without further action all security interests and other liens granted to or held by Vencore against the assets of Neato, including but not limited to the following, shall be released and discharged:

Security Interest in all Collateral as defined in the Agreement
Security Interest in Silicon Valley Bank Account 3300491569
Security Interest in Wells Fargo Bank Account 3266281066
Security Interest in Wells Fargo Bank Account W20498503
Security Interest in the Intellectual Property Collateral as defined in the Agreement

Vencore hereby returns to Neato all original documentation pertaining to the Agreement and has terminated all of the UCC Financing Statements. Vencore authorizes Neato, or its agent or designee, to file on Vencore's behalf the appropriate documentation required to terminate Vencore's Security Interest in the Intellectual Property of Neato.

Nothing contained herein shall affect Vencore's rights under the Warrant to Purchase Stock, dated as of July 2, 2007, issued by Neato to Vencore.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON.

Very truly yours,

VENCORE SOLUTIONS LLC, A DELAWARE
LIMITED LIABILITY COMPANY

By: 

Name: John Saefke

Title: CEO

Date: 11-18-10

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20104045641
File Date : 17-Nov-2010

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: 503-675-3129 Fax: 503-675-3137

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

VENCORE SOLUTIONS LLC
4500 SW KRUSE WAY
SUITE 350
LAKE OSWEGO, OR, 97035

26139623
DEDE

12258 - VENCORE SOLUTIONS LLC
File with: Secretary of State, DE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20072594017 7/10/2007 SS DE

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if the is a termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
VENCORE SOLUTIONS LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
26139623 Debtor Name: NEATO ROBOTICS, INC. 1705 CMS

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 1072518804
File Date : 17-Nov-2010

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 503-675-3129 Fax: 503-675-3137	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
VENCORE SOLUTIONS LLC 4500 SW KRUSE WAY SUITE 350 LAKE OSWEGO OR, 97035	26139622 CACA
12258 - VENCORE SOLUTIONS LLC File with: Secretary of State, CA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 077120685763 7/10/2007 SS CA	1b. This FINANCING STATEMENT AMENDMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial); Give name of assignee in item 7a or 7b and address in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if the is a termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME VENCORE SOLUTIONS LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 26139622	Debtor Name: NEATO ROBOTICS, INC. 1705	CMS
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NOV 18 2010

INTELLECTUAL PROPERTY SECURITY AGREEMENT

BY: 

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 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.

NOV 18 2010

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:

Address of Grantor:

NEATO ROBOTICS, INC.

145 Addison Street
Palo Alto, CA 94301
Attention: Joe Augenbraun, Chief Executive Officer

By: _____
Name: _____
Title: _____

LENDER:

VENCORE SOLUTIONS LLC

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

By: Art Hemstra
Name: Art Hemstra
Title: President

NOV 18 2010

BY: [Signature]

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.

Address of Grantor:

145 Addison Street
Palo Alto, CA 94301
Attention: Joe Augenbraun, Chief Executive Officer

1530 O'BRIEN DRIVE, #210
MENLO-PARK, CA 94025

YJD

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

GRANTOR:

NEATO ROBOTICS, INC.

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

LENDER:

VENCORE SOLUTIONS LLC

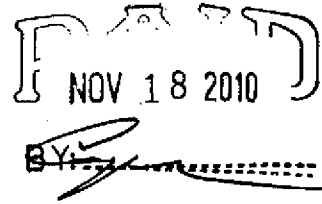
By: [Signature]
Name: Art Hammett
Title: President

EXHIBIT A
COPYRIGHTS

NOV 18 2010
BY: *[Signature]*

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B
PATENTS



<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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


NOV 18 2010
BY: 

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NEATO ROBOT	77/200,615	06/07/07
NEATO ROBOT	77/200,612	06/07/07
NEATO ROBOTICS	77/200,593	06/07/07
NEATO ROBOTICS	77/200,687	06/07/07
NEATO ROBOTICS	77/200,563	06/07/07

FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

NOV 18 2010

BY: _____
This First Amendment to Loan and Security Agreement is entered into as of November 18, 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: _____

Title: _____

VENCORE SOLUTIONS LLC, a Delaware Limited

NOV 18 2010
BY: *[Signature]*

Liability Company

By: *Art Hameter*

Title: *President*