# CH \$165.00 853058

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM416123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wildcat Discovery Technologies, Inc.		09/26/2016	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: 6**

Property Type	Number	Word Mark
Serial Number:	85305897	WILDCAT DISCOVERY TECHNOLOGIES
Serial Number:	85305876	WILDCAT DISCOVERY TECHNOLOGIES
Serial Number:	77897117	WILDCAT DISCOVERY TECHNOLOGIES
Serial Number:	77906113	WILDCAT DISCOVERY TECHNOLOGIES
Serial Number:	77897142	WILDCAT DISCOVERY TECHNOLOGIES
Serial Number:	86666134	SUPERFILM

### **CORRESPONDENCE DATA**

**Fax Number:** 8586385130

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.

**Phone:** 858-677-1400

**Email:** susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1:4365 Executive Drive, Suite 1100Address Line 4:San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	02/14/2017

Total Attachments: 9		
source=IPSA#page1.tif		
source=IPSA#page2.tif		
source=IPSA#page3.tif		
source=IPSA#page4.tif		
source=IPSA#page5.tif		
source=IPSA#page6.tif		
source=IPSA#page7.tif		
source=IPSA#page8.tif		
source=IPSA#page9.tif		

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of September 26 2016 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and WILDCAT DISCOVERY TECHNOLOGIES, INC. ("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 the Effective Date (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). Bank is willing to make the Loans to Grantor, but herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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.
- B. 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, 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 <a href="Exhibit A">Exhibit A</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 (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

WEST\270608272.3 354271-000753 connected with and symbolized by such trademarks (other than any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise), 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.
- 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. <u>Authorization</u>. 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. <u>Loan Documents</u>. 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. <u>Successors and Assigns</u>. 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).

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.

i.
•
ficer

# EXHIBIT A

Copyrights

Registration/ Application Number Registration/ Filing <u>Date</u>

<u>Description</u>

None.

# EXHIBIT B

## Patents

	Registration/ Application Number	Registration/ Filing <u>Date</u>
<u>Description</u>	8056846	11/15/11
Stirred fall mill assemble with magnetic drive system	8206673	6/26/12
Method of preparing boron-nitrogen compounds	8346496	1/1/13
Apparatus and method for multi-channel materials assaying	8673224	3/18/14
Apparatus for synthesis and assaying of materials	8739603	6/3/14
Apparatus for gas sorption measurement with integrated gas composition measurement device and gas mixing	12902350	10/12/10
Apparatus for synthesis and assaying of materials with temperature control enclosure assembly		10/13/11
Liquid infusion device and method	13272469	5/19/15
Materials prepared by metal extraction	9034516	3/15/16
Electrolyte solutions for high energy cathode materials for use	9287586	5/10/16
Cathode for a hattery	9337572	6/18/14
Composition for high energy electrodes and methods of making and use	14308690	6/18/14
High energy cathode materials and methods of making and use	14308693	8/8/14
High energy cathode for a battery	14455281	12/29/14
Solid state electrolyte and electrode compositions	14574841	1/23/15
High energy materials for a battery and methods for making and use	14604013	1/23/13
Electrolyte formulations	14609161	9/11/15
High energy materials for a battery and methods for making and use	14852062	
Electrolyte solutions for high energy cathode materials and methods for	14955583	12/1/15
High energy materials for a battery and methods for making and use	15008252	1/27/16
Electrolyte solutions for high energy cathode materials and methods for	15041634	2/11/16
use High throughput mechanical alloying and screening	7767151	8/3/10
High amongapet incentations and related methods and systems	8454855	6/4/13
Materials prepared by metal extraction	8795887	8/5/14
High energy materials for a battery and methods for making and use	8916062	12/23/14
High energy materials for a battery and methods for making and use	9093703	7/28/15
	9099735	8/4/15
Cathode for a battery	9123959	9/1/15
High energy cathode materials  Lithium sulfide cathode material with transition metal coating	9153818	10/6/15

WEST\270608272.3 354271-000753

	Registration/ Application <u>Number</u>	Registration/ Filing <u>Date</u>
<u>Description</u>	9159994	10/13/15
High energy materials for a battery and methods for making and use	9160001	10/13/15
Lithium-ion battery materials with improved properties  Electrolyte solutions for high energy cathode materials and methods for	9236634	1/12/16
use	9314842	4/19/16
Hot pressing apparatus and method for same	9397339	7/19/16
Cathode for a battery  Nanoscale adjuvants and related pharmaceutical compositions and	12954410	11/24/10
methods	13365438	2/3/12
Dispersions of high strength polymers and methods of preparing same	13459515	4/30/12
Materials for battery electrolytes and methods for use	13612798	9/12/12
Electrolyte materials for batteries and methods for use	14220052	3/19/14
High energy materials for a battery and methods for making and use Lithium-ion battery materials with improved properties	14862878	9/23/15

# EXHIBIT C

### Trademarks

	Registration/ Serial	Registration/ Filing
Description	<u>Number</u>	<u>Date</u>
WILDCAT DISCOVERY TECHNOLOGIES	85305897	4/27/11
WILDCAT DISCOVERY TECHNOLOGIES	85305876	4/27/11
WILDCAT DISCOVERY TECHNOLOGIES	77897117	12/18/09
WILDCAT DISCOVERY TECHNOLOGIES	77906113	1/6/10
WILDCAT DISCOVERY TECHNOLOGIES	77897142	12/18/09
SUPERFILM	86666134	6/17/15

WEST\270608272.3 354271-000753

# EXHIBIT D

Mask Works

Registration/ Application Number Registration/ Filing Date

Description

None

WEST\270608272.3 354271-000753

**RECORDED: 02/14/2017**