

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LILY ROBOTICS, INC.		04/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86336319	LILY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169504		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	04/10/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 4, 2017, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (the “**Lender**”) and LILY ROBOTICS, INC., a Delaware corporation, with its principal place of business located at 374 Harriet Street, San Francisco, California 94103 (the “**Borrower**”).

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the “**Loans**”) in the amounts and manner set forth in that certain Senior Secured Super Priority Debtor-In-Possession Loan Agreement by and between the Lender and the Borrower dated as of the date hereof (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). The Lender is willing to make the Loans to the Borrower, but only upon the condition, among others, that the Borrower shall grant to the Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of the Borrower to the Lender.

B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, the Borrower has granted to the Lender a security interest in all of the Borrower’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 the Borrower’s Obligations to the Lender, the Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Borrower’s Obligations to the Lender, the Borrower grants and pledges to the Lender a security interest in all of the Borrower’s right, title and interest in, to the following intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 Exhibit 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 the Borrower 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 the Borrower connected with and symbolized by such trademarks, 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.

2. Recordation. The Borrower 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 the Lender.

3. Loan Documents. 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 the Lender with respect to the Collateral (including, without limitation, 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.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same agreement. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles that would require the application of laws of another jurisdiction.

[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.

BORROWER:

LILY ROBOTICS, INC.

By: 

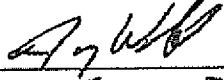
Name: CURTIS G. SOLSVIG III

Title: CHIEF RESTRUCTURING OFFICER

[Signature Page to Intellectual Property Security Agreement]

LENDER:

SILICON VALLEY BANK

By: 
Name: Jay Wefel
Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006032 FRAME: 0133

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Applica tion Date</u>
AUTONOMOUS DRONE	29/506277	10/14/14
LAUNCHING UNMANNED AERIAL COPTER FROM MID-AIR	15/053592	2/25/2016
EXTERNAL MICROPHONE FOR AN UNMANNED AERIAL VEHICLE	15/094796	4/8/2016
EXTERNAL MICROPHONE FOR AN UNMANNED AERIAL VEHICLE	14/875268	10/5/2015
EXTERNAL MICROPHONE FOR AN UNMANNED AERIAL VEHICLE	PCT/US16/31482	N/A
UNMANNED AERIAL COPTER FOR PHOTOGRAPHY AND/OR VIDEOGRAPHY	PCT/US15/32240	N/A

EXHIBIT C

Trademarks

Country	Trademark	Class	App. Date	App. No.
Australia	LILY	9; 12; 28; 42	Jun-03-2015	1700035
China	LILY	12	Jun-15-2015	17202310
China	LILY	9	Jun-15-2015	17202309
European Union	LILY	9; 41; 42	May-21-2015	014104749
European Union	LILY	9; 12; 28	Jun-04-2015	014197727
Hong Kong	LILY	12; 28; 42	Jun-05-2015	303433626AB
Hong Kong	LILY	9	Jun-05-2015	303433626AA
Israel	LILY	9; 12; 28; 42	Jun-03-2015	275111
Japan	LILY	9, 12	May-21-2015	201547801
Japan	LILY	9; 12; 28; 42	Jun-03-2015	201552696
South Korea	LILY	9; 12	May-21-2015	4020150037571
Taiwan	LILY	9	Jun-03-2015	104028540
Taiwan	LILY	9; 12; 28; 42	May-21-2015	104031671
United States	LILY	12	Jul-14-2014	86/336319
Hong Kong	LILY (Series)	12	May-21-2015	303417327AB
Hong Kong	LILY (Series)	9, 12	May-21-2015	303417327AA
China	LILY Logo	12	Jun-29-2015	17308049
China	LILY Logo	28	Jun-29-2015	17308048
China	LILY Logo	42	Jun-29-2015	17308047
China	LILY Logo	9	Jun-29-2015	17308051
European Union Intellectual Property	LILY Logo	9; 12; 28; 42	Jun-12-2015	014232235
Hong Kong	LILY Logo	9; 12; 28; 42	Jun-15-2015	303442743
India	LILY Logo	9; 12; 28; 42	Jun-29-2015	2996782
Japan	LILY Logo	9; 12; 28; 42	Jun-12-2015	2015-56120
Republic of Korea	LILY Logo	9; 12; 28; 42	Jun-15-2015	4520150005458
Taiwan	LILY Logo	9; 12; 28; 42	Jun-12-2015	104033975
Australia	LILY Logo (Color)	9; 12	Jun-12-2015	1699711
China	LILY Logo (Color)	9; 12	Jun-29-2015	17306652
China	LILY Logo (Color)	9	Jun-29-2015	17308050
European Union	LILY Logo (Color)	9; 12	Jun-12-2015	014232243
Hong Kong	LILY Logo (Color)	9; 12	Jun-15-2015	303442734
India	LILY Logo (Color)	9; 12	Jun-29-2015	2996781
Israel	LILY Logo (Color)	9; 12	Jun-14-2015	275475
Japan	LILY Logo (Color)	9; 12	Jun-12-2015	201556106
South Korea	LILY Logo (Color)	9; 12	Jun-15-2015	4020150044221
Taiwan	LILY Logo (Color)	9; 12	Jun-12-2015	104033974
China	EYES Design	12	Jan-28-2016	19012358
China	EYES Design	28	Jan-28-2016	19012357
China	EYES Design	42	Jan-28-2016	19012356
China	EYES Design	9	Jan-28-2016	19012359
Hong Kong	EYES Design	9, 12, 28, 42	Jan-26-2016	303670803
Japan	EYES Design	9, 12, 28, 42	Aug-28-2015	2015-83120
Republic of Korea	EYES Design	9, 12, 28, 42	Aug-28-2015	45-2015-0008003

EXHIBIT D

Mask Works

None.

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