

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyperloop Technologies, Inc.		01/16/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
Name:	Venture Lending & Leasing VIII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87035463	HYPERLOOP ONE	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	415 981 1400		
Email:	nsust@greeneradovsky.com		
Correspondent Name:	JEFFREY T. KLUGMAN		
Address Line 1:	FOUR EMBARCADERO CENTER, SUITE 4000		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN		
SIGNATURE:	/JEFFREY T. KLUGMAN/		
DATE SIGNED:	01/22/2018		

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Total Attachments: 5

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SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 2 to Intellectual Property Security Agreement (this "Supplement") is made as of January 16, 2018, by and between HYPERLOOP TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VIII, INC. a Maryland corporation ("Secured Party"), in its capacity as agent for itself, Venture Lending & Leasing VII, Inc. and Silicon Valley Bank under the Loan and Security Agreement, dated as of March 31, 2016, as amended.

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement, dated as March 31, 2016 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement on the terms set forth herein; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit B to Intellectual Property Security Agreement, the listing of Grantor's Patents, is hereby supplemented and amended by Exhibit "B" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Patents set forth thereon. Exhibit C to Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademark set forth thereon.

2. This Supplement shall be deemed to be an amendment to Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

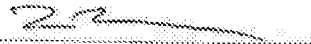
GRANTOR:

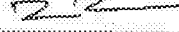
SECURED PARTY:

HYPERLOOP TECHNOLOGIES, INC.

VENTURE LENDING & LEASING VIII, INC.

By: VENTURE LENDING & LEASING VIII, INC.
as attorney-in-fact pursuant to Section 3(b)(i) of
the Intellectual Property Security Agreement

By: 
Name: Maurice Werdegar
Title: President and CEO

By: 
Name: Maurice Werdegar
Title: President and CEO

SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "B"

Patents

Title	Jurisdiction	Patent Number	Issue Date
Deployable Decelerator (CIP)	US/PCT	9,809,232	11/7/17

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Adjustable Variable Atmospheric Condition Testing Apparatus and Method	US/PCT	15/291,563	10/12/16
Levitation Rig	US/PCT	15/298,905	10/20/16
High Power Supply System	US/PCT	15/338,102	10/28/16
Method and System for Forming Laser Beam Welded Lap-Penetration Joints	US/PCT	15/374,230	11/16/16
Corrosion-Resistant Fluid Membrane	US/PCT	15/434,622	2/16/17
Expansion Joints for a Tubular Transportation System	US/PCT	15/452,107	3/7/17
Systems and Methods for Leak Detection and Sealing	US	15/471,522	3/28/17
Metamaterial Null Flux Magnetic Bearing System	US/PCT	15/471,720	3/28/17
Dynamic Linear Stator Segment Control (Continuation)	US/PCT	15/478,800	4/4/17
Friction Braking System	US/PCT	15/591,452	4/5/17
Self-Healing Metal Composite Tube Walls	US/PCT	15/639,190	6/30/17
Circular Hole Cutting Tool and Method of Use	US	15/653,927	7/19/17
Apparatus and Method for the Autonomous Transportation of Goods and People	US	15/670,771	8/7/17

Asymmetrical Magnet Arrays	US	15/675,034	8/11/17
Power Supply System and Method for a Movable Vehicle within a Structure	US	15/689,860	8/28/17
Loading/Unloading System and Vehicle Interface for a Transportation System and Methods of Use	US/PCT	15/718,473	9/28/17
Modular Enclosed Transportation Structure and Integrated Track Assembly	US/PCT	15/820,663	11/22/17
In-Situ Pylon Additive Manufacturing	US prov.	62/594,210	12/4/17
Enclosed Continuously-Formed Hexagonal Core Sandwich Panel	US prov.	62/274,980	1/5/17
Arc Power Transfer	US prov.	62/559,241	9/15/17
Braking System for a Low Vacuum Environment	US prov.	62/554,287	9/5/17
Horizontal Stabilization System for a Submerged Floating Tunnel	US prov.	62/558,886	9/18/17
Hydraulic Plate Braking System	US prov.	62/566,871	10/2/17
Ribbon Braking System	US prov.	62/578,875	10/30/17
Magnetic Screw Levitation and Propulsion	US prov.	62/464,706	2/28/17
Modular Transportation System and Usage	US prov.	62/471,773	3/15/17
Modular Tube Structure Assembly	US prov.	62/471,740	3/15/17
Linear Motor Production	US prov.	62/478,948	3/30/17
Autonomous Vehicle Interface	US prov.	62/500,735	5/3/17
Serial Airlock Architecture	US prov.	62/503,571	5/8/17
Active Control System	US prov.	62/527,567	6/30/17
Continuous Floating Tube	US prov.	62/528,800	7/5/17
Multimodal Configurable Vehicle	US prov.	62/514,276	6/2/17
External Support Structure	US prov.	62/478,338	3/29/17
Vehicle-Based Guided Switching	US prov.	62/535,595	7/21/17
Augmented Permanent Magnet System	US prov.	62/537,689	7/27/17

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Non-Contact Radial Synchronization	US prov.	62/582,033	11/6/17
Segmental Tubes	US prov.	62/583,489	12/1/17

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SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "C"

Country	Mark	Class of Goods	Serial No.	Filing Date
US	HYPERLOOP ONE	Cl. 25, Cl. 28, Cl. 39	87/035,463	03/12/2016

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