

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509270

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900473952		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUFACTURING SYSTEM INSIGHTS, INC.		11/13/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL III, LLC		
Street Address:	10 East Figueroa St., Suite 204		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87543821	THE LANGUAGE OF SMART MANUFACTURING	
Registration Number:	3993635	VIMANA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	02/08/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 13, 2018 by and between MANUFACTURING SYSTEM INSIGHTS, INC., a California corporation doing business as VIMANA ("Borrower") and MANUFACTURING SYSTEM INSIGHTS (INDIA) PVT. LTD., a company formed under the laws of India ("Subsidiary", and together, with Borrower, the "Grantors") and AGILITY CAPITAL III, LLC, a California limited liability company ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Borrower dated on or about the date hereof and as amended from time to time (the "Loan Agreement"), with such obligations being supported by an Unconditional Guaranty executed by Subsidiary on or about the date hereof (the "Guaranty"). Capitalized terms used herein have the meaning assigned in the Loan Agreement or Guaranty, as applicable. Lender is willing to make the financial accommodations to Borrower, but only upon the condition, among others, that Grantors grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of its respective Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantors agree as follows:

AGREEMENT

To secure performance of the Grantors' obligations under the Loan Agreement and Guaranty, Grantors grant to Lender a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and Guaranty. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This Agreement 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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

505 14th Street, Suite 900
Oakland, CA 94612

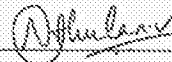
MANUFACTURING SYSTEM INSIGHTS, INC.

By: 

Name: Rick Moran

Title: President & CEO

MANUFACTURING SYSTEM INSIGHTS (INDIA)
PVT. LTD.

By: 

Name: Athulan Vijayaraghavan

Title: Managing Director

Address of Lender:

10 East Figueroa Street, Suite 204
Santa Barbara, CA 93101

AGILITY CAPITAL III, LLC

By: 

Name: 

Title: 

TRADEMARK

REEL: 006571 FRAME: 0433

EXHIBIT A

Copyrights

If None, check this box:

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

If None, check this box:

Title	Serial No./ Patent Number	Application Date/ Issue Date
SYSTEM AND APPARATUS THAT IDENTIFIES, CAPTURES, CLASSIFIES AND DEPLOYS TRIBAL KNOWLEDGE UNIQUE TO EACH OPERATOR IN A SEMI-AUTOMATED MANUFACTURING SET-UP TO EXECUTE AUTOMATIC TECHNICAL SUPERINTENDING OPERATIONS TO IMPROVE MANUFACTURING SYSTEM PERFORMANCE AND THE METHODS THEREFOR	20150026107	March 18, 2013
APPARATUS THAT ANALYSES ATTRIBUTES OF DIVERSE MACHINE TYPES AND TECHNICALLY UPGRADES PERFORMANCE BY APPLYING OPERATIONAL INTELLIGENCE AND THE PROCESS THEREFOR	20130226317	August 29, 2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
THE LANGUAGE OF SMART MANUFACTURING	87543821	July 26, 2017
VIMANA	85196932 / 3993635	July 12, 2011