

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANUFACTURING SYSTEM INSIGHTS, INC.		04/30/2019	Corporation: CALIFORNIA
MANUFACTURING SYSTEM INSIGHTS (INDIA) PVT. LTD.		04/30/2019	Corporation: INDIA

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:	CALIFORNIA LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3993635	VIMANA
Serial Number:	87543821	THE LANGUAGE OF SMART MANUFACTURING

CORRESPONDENCE DATA

Fax Number:

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: 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:	04/30/2019

Total Attachments: 5

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30th, 2019 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 November 13, 2018 and as amended from time to time (the "First Loan Agreement") and that certain Loan Agreement by and between Lender and Borrower dated April __, 2019 and as amended from time to time (the "Second Loan Agreement, and collectively with the First Loan Agreement, the "Loan Agreements"). 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

This Agreement amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement by and between Grantors and Lender dated as of November 13, 2018.

To secure performance of the obligations under the Loan Agreements, 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 Agreements. 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 Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

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: DANIEL GORRY

Title: MANAGING MEMBER

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