

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LITTLEBITS ELECTRONICS INC.		07/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4080617	LITTLEBITS	
<b>Registration Number:</b>	4293616	DIY	
<b>Registration Number:</b>	4451886	DIY	
<b>Registration Number:</b>	4293617	DIY	
<b>Registration Number:</b>	4315020	DIY	
<b>Registration Number:</b>	4448379	DIY	
<b>Registration Number:</b>	4507480	DIY	
<b>Registration Number:</b>	4756384	MAKE SOMETHING THAT DOES SOMETHING	
<b>Registration Number:</b>	4756385	LITTLEBITS	
<b>Registration Number:</b>	4918477	BITS	
<b>Registration Number:</b>	4756542	BITS	
<b>Registration Number:</b>	4655361	LITTLEBITS	
<b>Registration Number:</b>	5151593	SNAP THE INTERNET TO ANYTHING	
<b>Registration Number:</b>	5050301	BITLAB	
<b>Registration Number:</b>	4984183	CLOUDBIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 4080617

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6176484700  
**Email:** hcheng@mofo.com  
**Correspondent Name:** Alexander Rheume  
**Address Line 1:** 200 Clarendon Street  
**Address Line 2:** Morrison & Foerster LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	27292-1098
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<b>NAME OF SUBMITTER:</b>	Alexander Rheume
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<b>SIGNATURE:</b>	/Alexander Rheume/
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<b>DATE SIGNED:</b>	08/08/2019
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 31, 2019, 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 ("Bank") and **LITTLEBITS ELECTRONICS INC.**, a Delaware corporation, with its principal place of business located at 610 W. 26<sup>th</sup>, Suite M274, New York, New York 10001 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of January 12, 2016, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of July 26, 2017, as further amended by that certain Joinder and Second Amendment to Amended and Restated Loan and Security Agreement dated as of October 31, 2018, and as further amended by that certain Third Amendment to Amended and Restated Loan and Security Agreement of even date herewith (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 and other financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 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 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 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. 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. 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 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.

4. 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.

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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other 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.

GRANTOR:

LITTLEBITS ELECTRONICS INC.

By:   
Name: : MA BDEIR  
Title: CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: : \_\_\_\_\_  
Title: \_\_\_\_\_

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.

GRANTOR:

LITTLEBITS ELECTRONICS INC.

By: \_\_\_\_\_  
Name: : \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

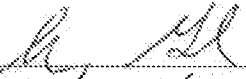
By:  \_\_\_\_\_  
Name: : ADAM GRAHAM  
Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LittleBits Eyebeam Invitation / by littleBits Electronics Inc.	TX0006775188	09/09/2014
LittleBits Eyebeam Invitation.	TX0007883482	07/24/2014



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Modular electronic building systems with magnetic interconnections and methods of using the same	9,019,718	4/28/2015
Modular electronic building systems with magnetic interconnections and methods of using the same	9,419,378	8/16/2016
Modular electronic building systems with magnetic interconnections and methods of using the same	9,597,607	3/21/2017
Modular electronic building systems with magnetic interconnections and methods of using the same	9,831,599	11/28/2017
Modular electronic building systems with magnetic interconnections and methods of using the same	10,155,153	12/18/2018
Modular electronic building systems with magnetic interconnections and methods of using the same	10,244,630	3/26/2019
Modular electronic building systems with magnetic interconnections and methods of using the same	10,256,568	4/9/2019
Connector for modular electronic building system	D732475	6/23/2015
Connector for modular electronic building system	D751988	3/22/2016
Connector for modular electronic building system	D752519	3/29/2016
Connector for modular electronic building system	D811339	2/27/2018
Connector for modular electronic building system	D833399	11/13/2018
MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME	20190190193	12/18/2017
MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME	20190190196	12/18/2018
PUZZLE WITH CONDUCTIVE PATH	12/568834	11/10/2015
PUZZLE WITH CONDUCTIVE PATH	13/668693	11/10/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LITTLEBITS	4080617	1/3/2012
DIY	4293616	2/19/2013
DIY	4451886	12/17/2013
DIY	4293617	2/19/2013
DIY	4315020	4/2/2013
DIY	4448379	12/10/2013
DIY	4507480	4/1/2014
JAM	87875658	4/13/2018
MAKE SOMETHING THAT DOES SOMETHING	4756384	6/16/2015
LITTLEBITS	4756385	6/16/2015
BITS	4918477	3/15/2016
BITS	4756542	6/16/2015
LITTLEBITS	4655361	12/16/2014
SNAP THE INTERNET TO ANYTHING	5151593	2/28/2017
BITLAB	5050301	9/27/2016
CLOUDBIT	4984183	6/21/2016
MAKING CHANGEMAKERS	88021372	6/29/2018
SNAP THE GAP	88302019	2/14/2019

EXHIBIT D

Mask Works

None.