

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pointivo, Inc.		09/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5260348	VANTEDGEPOINT	
Registration Number:	5260345	VANTEDGEPOINT	
Registration Number:	4698342	WIM WOMEN IN MANUFACTURING	
Registration Number:	4698341	WIM WOMEN IN MANUFACTURING	
Registration Number:	5018237	VIDEOSURV	
Serial Number:	86708509	POINTIVO	
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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	09/12/2019		
Total Attachments: 10			

OP \$165.00 5260348

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 10, 2019, by and between SILICON VALLEY BANK (“Bank”) and POINTIVO, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 10, 2019 (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 to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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.

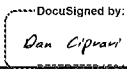
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

POINTIVO, INC.

By: 
Name: Dan Ciprari
Title: CEO

BANK:

SILICON VALLEY BANK

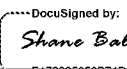
By: 
Name: Shane Ballew
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHODS AND SYSTEMS FOR WIREFRAMES OF A STRUCTURE OR ELEMENT OF INTEREST AND WIFEFRAMES GENERATED THEREFROM	16/031968	07-10-2018
SYSTEMS AND METHODS FOR EXTRACTING INFORMATION ABOUT OBJECTS FROM SCENE INFORMATION	15/875149	01-19-2018
METHODS AND SYSTEMS FOR WIREFRAMES OF A STRUCTURE OR ELEMENT OF INTEREST AND WIFEFRAMES GENERATED THEREFROM	15/683703	08-22-2017
SYTEMS AND METHODS FOR EXTRACTING INFORMATION ABOUT OBJECTS FROM SCENE INFORMATION	15/418741	01-29-2017
PHOTOGRAMMETRIC METHODS AND DEVICES RELATED THERETO	15/248206	08-26-2016
SURVEYING AND MEASUREMENT METHODS AND DEVICES	15/134310	04-20-2016
PHOTOGRAMMETRIC METHODS AND DEVICES RELATED THERETO	14/826104	08-13-2015
PHOTOGRAMMETRIC METHODS AND DEVICES RELATED THERETO	14/826113	08-13-2015
Methods and systems for wireframes of a structure or element of interest and wireframes generated therefrom	10,032,310	07-24-2018

Systems and methods for extracting information about objects from scene information	9,904,867	02-27-2018
Photogrammetric methods and devices related thereto	9,886,774	02-06-2018
Photogrammetric methods and devices related thereto	9,460,517	10-04-2016
Using Videogrammetry to Fabricate Parts	20130083990 13/644523	04-04-2013
PROGRAMMABLE ROLL FORMER AND ANGLE CUTTER	20110174128 12/688971	07-21-2011
Probrammable Rollfromer for Combining an Architectural Sheet with a Solar Panel and Method	20100242243 12/797697	09-30-2010
ROLLFORMER FOR COMBINING AN ARCHITECTURAL SHEET WITH A SOLAR PANEL AND METHOD	20090260757 12/424979	10-22-2009
Using images to create measurements of structures through videogrammetric process	8,897,539	11-25-2014
Programmable roll former and angle cutter	8,984,923	03-24-2015
Programmable rollformer for combining an architectural sheet with a solar panel and method	8,246,772	08-21-2012
Power press	6,460,396	10-08-2002
Method for making seamless wheel rims	6,298,702	10-09-2001
Butt welding machine	4,975,556	12-4-1990
Radial forging method	4,722,216	02-02-1988

Method for increasing the buckling load capacity and the comprehensive and tensile properties of a column	4,685,323	08-11-1987
Method for expanding a tubular member	4,590,655	05-27-1986
Machine for welding automotive wheel rim blanks	4,562,326	12-31-1985
Automotive rim roll forming drive system	4,559,482	12-17-1985
Removable multi-die cartridge for shrink forming machine	4,472,959	09-25-1984
Automotive rim roll forming drive system	4,357,561	11-02-1982
Automotive rim roll forming drive system	4,320,327	03-16-1982
Roll forging machine	4,316,377	02-23-1982
System for planishing metal pipe	4,306,437	12-22-1981

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POINTIVO	86708509	07-29-2015
VANTEDGEPOINT	5260348	08-08-2017
VANTEDGEPOINT	5260345	08-08-2017
WIM WOMEN IN MANUFACTURING	4698342	03-10-2015
WIM WOMEN IN MANUFACTURING	4698341	03-10-2015
VIDEOSURV	5018237	08-09-2016

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		