

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554182

<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>
KANO COMPUTING LIMITED		11/21/2019	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triplepoint Capital LLC		
<b>Street Address:</b>	2755 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4742856		
<b>Registration Number:</b>	5115225	A COMPUTER ANYONE CAN MAKE	
<b>Registration Number:</b>	5134311	ANYONE CAN MAKE	
<b>Registration Number:</b>	1399106	STAIN DEVILS	
<b>Registration Number:</b>	4483897	KANO	
<b>Registration Number:</b>	4759115	KANO	
<b>Registration Number:</b>	4742855	KANO	
<b>Registration Number:</b>	4738556	LET'S GO!	
<b>Serial Number:</b>	87607194	ANYONE CAN MAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aalwine@mwe.com		
<b>Correspondent Name:</b>	Judy M. Mohr		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	275 Middlefield Road, Suite 100		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	Judy M. Mohr		

CH \$240.00 4742856

<b>SIGNATURE:</b>	/Judy M. Mohr/
<b>DATE SIGNED:</b>	12/19/2019
<b>Total Attachments: 12</b> source=KANOCOMPUTING#page1.tif source=KANOCOMPUTING#page2.tif source=KANOCOMPUTING#page3.tif source=KANOCOMPUTING#page4.tif source=KANOCOMPUTING#page5.tif source=KANOCOMPUTING#page6.tif source=KANOCOMPUTING#page7.tif source=KANOCOMPUTING#page8.tif source=KANOCOMPUTING#page9.tif source=KANOCOMPUTING#page10.tif source=KANOCOMPUTING#page11.tif source=KANOCOMPUTING#page12.tif	



## SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated November 21, 2019 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and KANO COMPUTING LIMITED, a private limited liability company incorporated and registered under the laws of England and Wales with registered number 8375450 with its registered office at 7 Finsbury Avenue, 4<sup>th</sup> Floor, London, EC2M 2PA (the "Amendment").

### RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is KANO COMPUTING LIMITED and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and KANO COMPUTING LIMITED.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of January 14, 2015, as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of July 7, 2017, the Second Amendment to Plain English Growth Capital Loan and Security Agreement dated as of August 8, 2018, the Third Amendment to Plain English Growth Capital Loan and Security Agreement dated as of October 24, 2018 and the Fourth Amendment to Plain English Growth Capital Loan and Security Agreement dated as of November 21, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of July 7, 2017, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of August 8, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### AGREEMENT

#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule D is hereby added to the IP Security Agreement by adding Schedule D attached to this Amendment and made a part of this Amendment.

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2. MISCELLANEOUS

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**Acknowledgment and Confirmation of Security Interest.** You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

**Complete Agreement.** This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

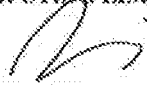
**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

"You"

KANO COMPUTING LIMITED

By:   
Name: Alex Klein  
Title: CEO

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SUPPLEMENT TO SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between KANO COMPUTING LIMITED, as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
None		




**PATENT APPLICATIONS**





Name	Status & Date Filed	Application Number
None		

**SUPPLEMENT TO SCHEDULE B**


**To Plain English Intellectual Property Security Agreement  
Between KANO COMPUTING LIMITED, as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**




**TRADEMARKS AND TRADEMARK APPLICATIONS**


<b>TRADEMARKS</b>					
<b>Name</b>	<b>Country</b>	<b>Date Filed or Issued</b>	<b>Serial Number</b>	<b>Classes</b>	<b>Status</b>
Pixel Kit (Design) – 179408	Canada	11 February 2019	179408	1, 3, 9	Registered
(Device) 	EUTM	11 February 2015	13264239	38, 41, 45	Registered
Judoka Face (device only)	EUTM	24 October 2017	016820375	9	Registered
					
Judoka face logo	EUTM	30 December 2014	13133962	9,16,35,42	Registered
					
KANO	EUTM	26 August 2013	011694668	9,16,35,42	Registered
KANO	EUTM	24 October 2017	016816357	9	Registered
KANO	EUTM	11 February 2015	13264247	38,41,45	Registered

Kano (logo) 	EUTM	30 December 2014	13133971	9,16,35,42	Registered
KANO A COMPUTER ANYONE CAN MAKE	EUTM	28 September 2015	14106488	9,16,35,38,41,42,45	Registered
KANO ANYONE CAN MAKE	EUTM	8 November 2017	016969371	9	Registered
KANO ANYONE CAN MAKE	EUTM	27 October 2015	14360416	9,16,35,38,41,42,45	Registered
KANO Figurative 	EUTM	24 October 2017	016820367	9,38,41	Registered
LET'S GO & Judoka face logo 	EUTM	30 December 2014	13133988	9,16,35,42	Registered
(Device Only) 	United States of America	18 September 2014	4742856	9, 16, 35, 42	Registered
A COMPUTER ANYONE CAN MAKE  <small>A COMPUTER ANYONE CAN MAKE</small>	United States of America	3 January 2017	5115225	9, 16, 35	Registered



ANYONE CAN MAKE  ANYONE CAN MAKE	United States of America	31 January 2017	5134311	9,16,35,42	Abandoned
KANO	United States of America	21 July 2017	1399106	9, 38, 41	Pending
KANO  KANO	United States of America	18 February 2014	4483897	16,35,42	Registered
KANO  KANO	United States of America	23 June 2015	4759115	9,35,42	Registered
KANO  KANO	United States of America	26 May 2015	4742855	9,16,35	Registered
LET'S GO! 	United States of America	19 May 2015	4738556	9,16,35	Registered

TRADEMARK APPLICATIONS					
Name	Country	Date Filed	Serial Number	Classes	Status
ANYONE CAN MAKE (word)		September 13, 2017	87607194		Abandoned
ANYONE CAN MAKE (word)	Canada		1848880	9, 38, 41	Pending
Judoka Face 	Canada		1848882	9, 38, 41	Pending
KANO (word)	Canada		1848879	9, 38, 41	Pending
KANO stylised 	Canada		1848881	9, 38, 41	Pending
A COMPUTER ANYONE CAN MAKE	EUTM		13898309	9,16,35,38,41,42,45	Withdrawn
ANYONE CAN MAKE  ANYONE CAN MAKE	United States of America		87607194	9,41	Abandoned
Judoka face logo 	United States of America	1 August 2017	1400835	9,38,41	Pending

KANO 	United States of America	21 July 2017	1400834	9, 38, 41	Pending

**SCHEDULE D**

**To Plain English Intellectual Property Security Agreement  
Between KANO COMPUTING LIMITED, as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**DESIGN AND DESIGN APPLICATIONS**

<b>DESIGNS</b>						
Name	Country	Date Filed	Serial Number	Registration Date	Design Status	Sub Status
Animated screen displays, Light emitting devices (Cases for -), Light emitting devices	EUTM	27 July 2017	004123404-0001	5 October 2017	Registered	Expired
Computer kits (part of -)	EUTM	1 September 2014	002528893-0004		Registered	Expired
Computer kits (part of -)	EUTM	1 September 2014	002528893-0005	1 September 2014	Registered	Expired
Computers, Computer kits	EUTM	1 September 2014	002528893-0007	1 September 2014	Registered	Expired
Computers, Computer kits	EUTM	1 September 2014	002528893-0006		Registered	Expired
Computers, Computer kits x 4 designs	EUTM	1 September 2014	002528893-0001		Registered	Expired
"Computers - RRD 004123420-0001	EUTM	27 July 2017	004123420-0001	27 July 2017	Registered	Expired
Computers (Cases for -), Computer screens, Computer accessories, Computers"	EUTM	1 September 2014	CRDes 002528752-0001	8 September 2014	Registered	Expired

CRD Kano Box	EUTM	1 September 2014	CRD2528893-0001-0008	1 September 2014	Registered	Expired
CRD Kano computer kit	EUTM	19 November 2014	CRD2581033-0001	19 November 2014	Registered	Expired
CRD Kano Speakers	EUTM	27 July 2017	004123412-0001	4 October 2017	Registered	
CRD Packaging, Computers-004123412-0001	EUTM	1 September 2014	002528893-0002		Registered	
Kano Computer Community Registered Design	EUTM	1 September 2014	002528893-0003	1 September 2014	Registered	Expired
KanoRCD/Comp	EUTM	27 July 2017	004123396-0001	5 October 2017	Registered	Expired

DESIGN APPLICATIONS				
Name	Country	Date Filed	Serial Number	Status
Motion Sensor		30 January 2018	29635272	Abandoned
Pixel Kit Electronics Housing		30 January 2018	29635279	Pending
Computer Kit Electronics Housing		30 January 2018	29635297	Pending

Keyboard		30 January 2018	29635310	Pending
Computer Kit		30 January 2018	29635317	Abandoned
Computer Kit - 179409	Canada	26 January 2018	179409	Pending
Computer Kit Complete (design) - 179410	Canada	26 January 2018	179410	Pending
Motion Sensor Kit (design) - 179407	Canada		179407	Pending
Pixel Kit (Design) - 179408	Canada	26 January 2018	179408	Pending
Computer Kit (design) - 29635317	United States of America	30 January 2018	29635317	Refused
Computer Kit Electronics Housing - 29635297	United States of America	30 January 2018	29635297	Pending
Keyboard (design) - 29635310	United States of America	30 January 2018	29635310	Pending
Motion Sensor - 29635272	United States of America	30 January 2018	29635272	Abandoned
Pixel Kit Electronics Housing - 29635279	United States of America	30 January 2018	29635279	Pending