

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Supplement to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tile, Inc.		02/26/2020	Corporation:
Tile Network Canada ULC		02/26/2020	Corporation:
Tile Europe Ltd.		02/26/2020	Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Ventures, L.L.C.		
<b>Street Address:</b>	480 S. California Avenue		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94306		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5927084	TOGETHER WE FIND	
<b>Registration Number:</b>	5885751		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159472099		
<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>Phone:</b>	4159472000		
<b>Email:</b>	qluflood@wsgr.com		
<b>Correspondent Name:</b>	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
<b>Address Line 1:</b>	ONE MARKET, SPEAR TOWER, SUITE 3300		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	30897.099		
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood		
<b>SIGNATURE:</b>	/Qui Lu Flood/		
<b>DATE SIGNED:</b>	02/26/2020		
<b>Total Attachments: 9</b>			
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**FIRST SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplement to Intellectual Property Security Agreement (this "**Supplement**") is entered into as of February 26, 2020, by and among **TILE, INC.**, a Delaware corporation ("**Parent**"), Tile Network Canada ULC, a Canadian unlimited liability corporation ("**Tile Canada**"), Tile Europe Ltd., a company of England and Wales limited by shares ("**Tile UK**" and together with Parent and Tile Canada, the "**Grantors**" and each, a "**Grantor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders ("**Lenders**") identified on Schedule 1 to the Loan Agreement (as defined below).

RECITALS

A. Pursuant to (a) that certain Loan and Security Agreement, dated as of May 24, 2019, by and among the Grantors, Secured Party and Lenders (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Loan Agreement), and (b) that certain Intellectual Property Security Agreement, dated as of May 24, 2019 ("**Security Agreement**"), executed by the Grantors in favor of Secured Party, the Grantors granted to Secured Party a security interest in their Intellectual Property.

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on May 28, 2019, at Reel 049292, Frame 0312, to evidence the security interest granted under the Security Agreement and Loan Agreement (the "**Patent Grant**").

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 28, 2019, at Reel 6669, Frame 0001, to evidence the security interest granted under the Security Agreement and Loan Agreement (the "**Trademark Grant**", together with Patent Grant, collectively, the "**Grant**").

D. The Grantors have developed and acquired additional Collateral and desire to hereby confirm the grant of a security interest in such additional Collateral in favor of Secured Party, more particularly described on Exhibits A, B, C, and D attached hereto.

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D attached hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Supplement, the Security Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.

This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

*(signature page follows)*

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2121 S. El Camino Real, Suite 900,  
San Mateo CA 94403

1800-510 West Georgia Street  
Vancouver, BC V6B 0M3

11th Floor Whitefriars Lewins Mead  
Bristol, United Kingdom, BS1 2 NT

Address of Secured Party:

480 S. California Avenue  
Palo Alto, CA 94306  
Attn: Chief Operating Officer

GRANTORS:

TILE, INC.

By: 

Name: Charles J. Prober

Title: Chief Executive Officer

TILE NETWORK CANADA ULC

By: 

Name: Charles J. Prober

Title: Chief Executive Officer

TILE EUROPE LTD

By: 

Name: Charles J. Prober

Title: Chief Executive Officer

SECURED PARTY:

PINNACLE VENTURES, L.L.C.

By: \_\_\_\_\_

Name: Robert N. Savoie

Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

TILE, INC.

2121 S. El Camino Real, Suite 900,  
San Mateo CA 94403

By: \_\_\_\_\_

Name: Charles J. Prober

Title: Chief Executive Officer

TILE NETWORK CANADA ULC

1800-510 West Georgia Street  
Vancouver, BC V6B 0M3

By: \_\_\_\_\_

Name: Charles J. Prober

Title: Chief Executive Officer

TILE EUROPE LTD

11th Floor Whitefriars Lewins Mead  
Bristol, United Kingdom, BS1 2 NT

By: \_\_\_\_\_

Name: Charles J. Prober

Title: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

480 S. California Avenue  
Palo Alto, CA 94306  
Attn: Chief Operating Officer

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

*(Signature Page to First Supplement to Intellectual Property Security Agreement)*

**TRADEMARK**  
**REEL: 006876 FRAME: 0512**

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.

EXHIBIT B

Patents (all owned by Tile, Inc.)

**PATENTS**

<u>Description/Title</u>	<u>Country</u>	<u>Issue Date</u>	<u>Patent Number</u>
Safe Zones in Tracking Device Environments	US	12-Nov-2019	10475328
Locating Tracking Device by User-Guided Trilateration	US	10-Dec-2019	10506386
Tracking Device Operation in Behavior-Classified Zone	US	14-Jan-2020	10536802
Tracking Device Location Identification	US	14-Jan-2020	10536798
Tracking Device Operation in Safety-Classified Zone	US	14-Jan-2020	10536801

**PATENT APPLICATIONS**

<u>Description/Title</u>	<u>Country</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application Number</u>
Tracking Device Location Detection Using Access Point Collections	US	2-Aug-2019	16530832
Tracking Device Operation in Risk-Classified Zone	US	26-Jul-2019	16523610
Dynamic Selection and Modification of Tracking Device Behavior Models	US	2-May-2019	16401580
Tracking Device ("Style")	US	8-May-2019	26690514
Tracking Device	US	30-May-2019	29693066
Tracking Device	US	30-May-2019	29693068
Tracking Device	US	18-Jun-2019	29695362
Smart Alerts in a Tracking Device Environment	US	18-Jun-2019	16445009
Smart Alerts in a Tracking Device Environment	US	18-Jun-2019	16445018
Tracking Functionality Standby Mode for Third Party Electronic Devices	US	21-Jun-2019	16447972
Safe Zones in Tracking Device Environments	EP	25-Oct-2017	17884441.1
Tracking Device Functionality Restriction in a Lost Context	US	18-Jul-2019	16515523
Location History Access for Lost Tracking Device	US	19-Jul-2019	16517425
Tracking Device ("Gear")	US	19-Jul-2019	29698852
Tracking Device Location Determination in a Communicatively-Restricted Environment	US	24-Jul-2019	16521451
Task Completion in a Tracking Device Environment	US	24-Jul-2019	16521454
Access Point Queries for Tracking Device Smart Alerts	US	2-Aug-2019	16530829
Tracking Device Presence Detection and Reporting by Access Points	US	2-Aug-2019	16530835
End-to-End Security Protocol in a Tracking Device Environment	US	20-Aug-2019	16546122



Secure and Private Cloud Based Broadcast Identification	US	19-Sep-2019	16575979
Open System for End to End Encryption	US	19-Sep-2019	62902582
User Intervention Based on Learned Behavior in a Tracking Device Environment	US	25-Sep-2019	16582768
Tracking Device	US	25-Sep-2019	29706982
Tracking Device	US	25-Sep-2019	29706983
Systems and Methods for Locating a Tracking Device	US	25-Sep-2019	16582771
Safe Zones in Tracking Device Environments	US	27-Sep-2019	16585661
Key Diversification in a Tracking Device Environment	US	20-Oct-2019	62923552
Tracking Device	EM		
Tracking Device	EM		
Tracking Device	JP	31-Oct-2019	2019-24378
Locating Tracking Device by User-Guided Trilateration	US	5-Nov-2019	16674797
Tracking Device Location Detection Using Access Point Collections	US	8-Nov-2019	16679028
Tracking Device Operation in Safety-Classified Zone	US	4-Dec-2019	16703548
Tracking Device Location Identification	US	4-Dec-2019	16703553
Tracking Device	CN	29-Nov-2019	201930665244.5
Tracking Device	CN	29-Nov-2019	201930664785.6
End-to-End Encryption with Distributed Key Management in a Tracking Device Environment	US	3-Dec-2019	16702273
End-to-end Encryption with Centralized Key Management in a Tracking Device Environment	US	3-Dec-2019	16702276
Tracking Device	EM	9-Dec-2019	007362538-0001
Notifications in a Tracking Device Environment	US	18-Dec-2019	16719935
Tracking Device	EM	9-Dec-2019	007362538-0001
Tracking Device	CN	17-Dec-2019	201930714716
Tracking Device	JP	17-Dec-2019	2019-27946
Smart Alerts in a Tracking Device Environment	US		

EXHIBIT C

Trademarks (all owned by Tile, Inc.)

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>
TILE MATE	Canada	21-Jun-2019	TMA1030083
TILE	South Korea	26-Nov-2019	401547595
	South Korea	26-Nov-2019	401547596
TILE	Thailand	9-Apr-2019	191105583
TOGETHER WE FIND	United States	3-Dec-2019	5927084
	United States	15-Oct-2019	5885751

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>
None.			

EXHIBIT D

Mask Works

Grantor

Description/Title

Registration/  
Application  
Number

Registration/  
Application  
Date

None.