

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Misty Robotics, Inc.		03/09/2020	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: 3			
Property Type	Number	Word Mark	
Registration Number:	5817433		
Registration Number:	5587786	MISTY	
Registration Number:	5504620	MISTY ROBOTICS	
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:	5614142116		
Email:	tbinder@vplawgroup.com		
Correspondent Name:	Tatiana Binder		
Address Line 1:	305 Cambridge Drive		
Address Line 4:	Lynchburg, VIRGINIA 24502		
NAME OF SUBMITTER:	Tatiana Binder		
SIGNATURE:	/TatianaBinder/		
DATE SIGNED:	03/09/2020		
Total Attachments: 9			
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page1.tif			
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page2.tif			
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page3.tif			
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page4.tif			

OP \$90.00 5817433

source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page5.tif
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page6.tif
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page7.tif
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page8.tif
source=(SVB-Misty Robotics) Intellectual Property Security Agreement (executed)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 9, 2020 by and between SILICON VALLEY BANK (“Bank”) and Misty Robotics, 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 22, 2017 (as amended, modified or supplemented from time to time, including, without limitation, by that certain Second Amendment to Loan and Security Agreement dated of even date herewith, collectively, 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 to secure the Obligations (as defined in the Loan Agreement) of Grantor to Bank.

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 (as defined in 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.

Notwithstanding the foregoing, or anything to the contrary herein, or in any other Loan Document, the term “Intellectual Property Collateral” shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office, or otherwise.

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. Authorization. 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.

4. 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.

5. 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.

6. 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.


7. 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:

MISTY ROBOTICS, INC.



By: Tim Enwall

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

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:

MISTY ROBOTICS, INC.

.....
By:
Title:

BANK:

SILICON VALLEY BANK

Ryan New
.....
By: *Ryan New*
.....
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>
ROBOT SKILL MANAGEMENT	20190262990	08-29-2019
	15/907561	02-28-2018
ROBOT NECK MECHANISM	20190337166	11-7-2019
	16/400219	05-01-2019
INFINITE ROBOT PERSONALITIES	20180326589	11-15-2018
	15/818133	11-20-2017
INFINITE ROBOT PERSONALITIES	18799383.7	12-10-2019
ROBOT MEMORY MANAGEMENT TECHNIQUES	16/123143	9-6-2018
ROBOT MEMORY MANAGEMENT TECHNIQUES	PCT/US2019/037345	6-14-2019
ROBOT PERCEPTION EXTENSIBILITY	16/160391	10-15-2018
ROBOT PERCEPTION EXTENSIBILITY	PCT/US2019/056209	10-15-2019
ROBOT NECK MECHANISM	PCT/US2019/030204	5-1-2019
HEAD FOR A ROBOTIC DEVICE	29/683841	3-15-2019
SOCKET FOR A ROBOTIC ARM	29/683844	3-15-2019
FLANGE FOR A ROBOTIC ARM	29/683845	3-15-2019
PLUG ACCESSORY FOR A ROBOTIC DEVICE	29/683846	3-15-2019
ACCESSORY PORT FOR A ROBOTIC DEVICE	29/683847	3-15-2019

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	5817433	07-30-2019
MISTY	5587786	10-16-2018
MISTY ROBOTICS	5504620	06-26-2018

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE