TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOVER INC.		03/25/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	505 Howard Street
Internal Address:	Floor 3
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4813128	HOVER
Serial Number:	88451596	
Serial Number:	88451599	HOVER

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202.370.4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1:   1025 Vermont Ave NW, Suite 1130
Address Line 2:   COGENCY GLOBAL INC.
Address Line 4:   Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1204075 Senior
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	03/25/2020

OP $90.00 4813128

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 25, 2020, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94107 ("Bank") and HOVER INC., a Delaware corporation with its principal place of business located at 539 Bryant Street, #302, San Francisco, California 94107 ("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 Loan and Security Agreement by and between Bank and Grantor dated as of August 26, 2019, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of March 25, 2020 (as the same may be further 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 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.   <u>Grant of Security Interest</u>. 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 <u>Exhibit A</u> 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto 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 in accordance with the Loan Agreement.

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:

HOVER INC.

By: _Adam J. Altman_

Name: Adam J. Altman

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _Marshall Hawks_

Name: Marshall Hawks

Title: Managing Director

<u>EXHIBIT A</u>

Copyrights

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

EXHIBIT B

Patents

Patent	Reference	Invention Title	Status
8,422,825	HOV002	Method and System for Geometry Extraction, 3D Visualization and Analysis Using Arbitrary Oblique Imagery	Granted
8,649,632	HOV002D1	System and Method for Correlating Oblique Images to 3D Building Models	Granted
8,878,865	HOV001	Three-Dimensional Map System	Granted
9,330,504	HOV004	3D Building Model Construction Tools	Granted
9,430,871	HOV002D2	Method of Generating Three-Dimensional (3D) Models Using Ground Based Oblique Imagery	Granted
9,437,033	HOV006	Generating 3D Building Models with Ground Level and Orthogonal Images	Granted
9,437,044	HOV007	Method and System of Displaying and Navigating Building Facades in a Three-Dimensional Mapping System	Granted
9,478,031	HOV009	Scale Error Correction in a Multi-Dimensional Model	Granted
9,805,451	HOV010	Building Material Classifications from Imagery	Granted
9,830,681	HOV009I1	Multi-Dimensional Model Dimensioning and Scale Error Correction	Granted
9,830,742	HOV009C1	Scale Error Correction in a Multi-Dimensional Model	Granted
9,836,881	HOV003	Heat Maps for 3D Maps	Granted
9,934,608	HOV016	Graphical Overlay Guide for Interface	Granted
9,953,459	HOV005	Computer Vision Database Platform for a Three-Dimensional Mapping System	Granted
10,038,838	HOV018	Directed Image Capture	Granted

App#	Reference	Invention Title	Status
10,178,303	HOV018.111	Directed Image Capture	Granted
10,127,721	HOV007C111	Method and System For Displaying and Navigating an Optimal, Multi-Dimensional Building Model	Granted
10,133,830	HOV017	Scaling in a Multi-Dimensional Building Model	Granted
12834063.5	HOV001EPPCT	Method and System for an Interactive Three-Dimensional Map	Withdrawn
15/025,132	HOV008USPCT	Estimating Dimensions of Geo-Referenced Ground-Level Imagery Using Orthogonal Imagery	Published
15/255,807	HOV006C1	Generating Multi-Dimensional Building Models with Ground Level Images	Published
15/411,226	HOV022I1	3D Building Analyzer	Published
10,475,156	HOV009I1C1	Multi-Dimensional Model Dimensioning and Scale Error Correction	Granted
15/817,620			
10,297,007	HOV009I1C2	Multi-Dimensional Model Dimensioning and Scale Error Correction	Granted
15/817,755			
10,410,412	HOV016I1	Real-Time Processing of Captured Building Imagery	Granted
15/942,733			
10,410,413	HOV016I2	Image Capture for a Multi-Dimensional Building Model	Granted
15/942,786			
15/959,684	HOV005C1	Computer Vision Database Platform for a Three-Dimensional Mapping System	Published
16/040,663	HOV018C1	Directed Image Capture	Allowed
10,453,177	HOV009I1C3	MULTI-DIMENSIONAL MODEL DIMENSIONING AND SCALE ERROR CORRECTION	Granted
10,460,465	60452-0013	Method For Generating Roof Outlines From Lateral	Granted

App#	Reference	Invention Title	Status
10,515,434	HOV0091IC4	Images	
		ADJUSTMENT OF ARCHITECTURAL ELEMENTS RELATIVE TO FACADES	Granted
10,382,673	60452-0011	Automated Guide For Image Capturing For 3D Model Creation	Granted
15/701,321	60452-0012	Trained Machine Learning Model For Estimating Structure Feature Measurements	Published
16/186,163	HOV007C1I1IC1	METHOD AND SYSTEM FOR DISPLAYING AND NAVIGATING AN OPTIMAL MULTI-DIMENSIONAL BUILDING MODEL	Allowed
16/220,900	60452-0014	Generating and Validating a Virtual 3D Representation of a Real-World Structure	Application
16/257,491	HOV026	3D BUILDING MODEL MATERIALS AUTO-POPULATOR	Published
16/388,962	HOV024	Threshold for Change Identification When Comparing Imagery	Application
16/450,717	60452-0015	Automated Guide For Image Capturing For 3D Model Creation	Published
16/510,728	60452-0017	Method For Generating Roof Outlines From Lateral Images	Published
16/544,327	HOV006C2	GENERATING MULTI-DIMENSIONAL BUILDING MODELS WITH GROUND LEVEL IMAGES	Allowed
16/545,067	HOV0I612C1	IMAGE CAPTURE FOR A MULTI-DIMENSIONAL BUILDING MODEL	Published
16/555,070	HOV0161IC1	REAL-TIME PROCESSING OF CAPTURED BUILDING IMAGERY	Allowed
16/578,964	HOV0091IC5	ADJUSTMENT OF ARCHITECTURAL ELEMENTS RELATIVE TO FACADES	Published

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App#	Reference	Invention Title	Status
16/683,168	HOV0161IC2	Real-time Processing of Captured Building Imagery	Application
PCT/US19/63092	60452-0019	Generating and Validating a Virtual 3D Representation of a Real-World Structure	Application
62/872,385	HOV025	Geometric Assumptions when Comparing Imagery	Application
62/893,100	60452-0016	Automatic Generation of Architectural Feature Boundary Representations	Application
62/913,663	124654-5001PR	Interactive Path Tracing on the Web	Application
62/933,939	HI002	Systems and Methods for Selective Image Compositing	Application
62/935,630	HI002P2	Systems and Methods for Selective 3D Compositing	Application
62/940,135	HI003	System and Methods for Identifying Correspondences Across Images	Application
62/983,324	60452-0018	Structure Association using Co-Planar structure features	Application
62/948,151	124654-5003PR	3D Reconstruction Using Augmented Reality Frameworks	Application
62/698,977	HI004	Systems and Methods for Image Capture	Application

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EXHIBIT C

Trademarks

Description	Registration Number	Registration Date	Application No.	Application Date
HOVER	4,813,128	09/15/2015	85520802	01/19/2012
HOVER Logo			88451596	05/29/2019
HOVER and Logo			88451599	05/29/2019
HOVER – Australia			2017040	6/19/2019
HOVER – Canada			1971839	6/19/2019
HOVER – European Union			018083192	6/19/2019
HOVER – United Kingdom			UK3407862	6/19/2019

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date

None.