

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575812

<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>
Sphero, Inc.		05/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	222 W. Adams St., Suite 260		
<b>Internal Address:</b>	Attn: Managing Director		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5681037	SPHERO	
<b>Registration Number:</b>	5410711	WATCH WITH ME	
<b>Registration Number:</b>	5735011	BOLT	
<b>Registration Number:</b>	5735010	SPHERO BOLT	
<b>Registration Number:</b>	5591324	FACE DRIVE	
<b>Registration Number:</b>	5499280	EDU	
<b>Registration Number:</b>	5488002	SPHERO EDU	
<b>Registration Number:</b>	5638762	SPHERO MINI	
<b>Registration Number:</b>	5638761	SPHERO MINI	
<b>Registration Number:</b>	5351189	SPRK+	
<b>Registration Number:</b>	5201487	SPRK+	
<b>Registration Number:</b>	4675087	SPRK SCHOOLS PARENTS ROBOTS KIDS	
<b>Registration Number:</b>	4667572	SPRK	
<b>Registration Number:</b>	4827934	OLLIE	
<b>Registration Number:</b>	4827933	OLLIE	
<b>Registration Number:</b>	5187655	LIGHTNING LAB	
<b>Registration Number:</b>	5187654	LIGHTNING LAB	
<b>Registration Number:</b>	5187653	LIGHTNING LAB	

CH \$1215.00 5681037

Property Type	Number	Word Mark
Registration Number:	5187652	LIGHTNING LAB
Registration Number:	5187651	LIGHTNING LAB
Registration Number:	5187650	LIGHTNING LAB
Registration Number:	4122728	SPHERO
Registration Number:	4122727	SPHERO
Registration Number:	4196164	SMART TOY
Registration Number:	4122730	SPHERO
Registration Number:	4122729	SPHERO
Registration Number:	4122706	SPHERO
Registration Number:	4122891	
Registration Number:	4122890	
Registration Number:	4122705	SPHERO
Registration Number:	4409566	SPHEROVERSE
Registration Number:	5975398	#BEYONDCODE
Registration Number:	5050301	BITLAB
Registration Number:	4756542	BITS
Registration Number:	4918477	BITS
Registration Number:	4984183	CLOUDBIT
Registration Number:	4080617	LITTLEBITS
Registration Number:	4756385	LITTLEBITS
Registration Number:	4655361	LITTLEBITS
Registration Number:	4756384	MAKE SOMETHING THAT DOES SOMETHING
Registration Number:	5151593	SNAP THE INTERNET TO ANYTHING
Registration Number:	5451417	SPECDRUMS
Serial Number:	87329158	SPHERO POWER PACK
Serial Number:	88638202	COMPUTER SCIENCE FOUNDATIONS BY SPHERO
Serial Number:	88638193	COMPUTER SCIENCE FOUNDATIONS BY SPHERO
Serial Number:	88021372	MAKING CHANGEMAKERS
Serial Number:	88449081	RVR
Serial Number:	88302019	SNAP THE GAP

**CORRESPONDENCE DATA**

Fax Number: 2134432926

*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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

**TRADEMARK**

**REEL: 006935 FRAME: 0680**

**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 05T5-315610

**NAME OF SUBMITTER:** Julie Cravitz

**SIGNATURE:** /julie cravitz/

**DATE SIGNED:** 05/11/2020

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 1, 2020 by and between SILICON VALLEY BANK ("Bank") and SPHERO, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated November 5, 2019 (the "Original Loan Agreement"). Bank is willing to make certain additional financial and other accommodations to Grantor pursuant to that certain Limited Waiver, Consent Agreement, and First Amendment to Amended and Restated Loan and Security Agreement, which amends the Original Loan Agreement (as so amended and as 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), 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

I. 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 or 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; provided, however, that Grantor does not grant to Bank a security interest in Grantor’s right, title, and interest in, to, and under the licenses to Sphero Safety Robotics, Inc., a Delaware corporation dba Company Six, of those certain Patents and Trademarks described in Exhibit E attached hereto (collectively, the “Licensed IP”);

(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.

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.

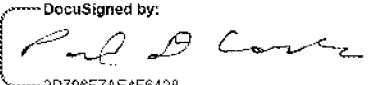
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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).

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:

SPHERO INC.,  
a Delaware corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
9D798F7AE4F6428...  
Name: Paul Coptoli  
Title: President

BANK:

SILICON VALLEY BANK

DocuSigned by:  
  
By: \_\_\_\_\_  
88EC36C8BCF94B9...  
Name: Adam Graham  
Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMG 9344	VA0002005554	03/09/2016
IMG 9348	VA0002005555	03/09/2016
IMG 9356	VA0002005552	03/09/2016
LittleBits Eyebeam Invitation	TX7883482	07/24/2014
LittleBits Logo (1)	11504241741	

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Self-Propelled Device with Actively Engaged Drive System	8,571,781	10/29/2013
Orienting a User Interface of a Controller for Operating a Self-Propelled Device	8,751,063	06/10/2014
Self-Propelled Device for Interpreting Input from a Controller Device	9,114,838	08/25/2015
Magnetically Coupled Accessory for a Self-Propelled Device	9,090,214	07/28/2015
Self-Propelled Device Implementing Three-Dimensional Control	9,150,263	10/06/2015
Self-Propelled Device with Actively Engaged Drive System	9,193,404	11/24/2015
Magnetically Coupled Accessory for a Self-Propelled Device	9,211,920	12/15/2015
Remotely Controlling a Self-Propelled Device in a Virtualized Environment	9,218,316	12/22/2015
Operating a Computing Device by Detecting Rounded Objects in an Image	9,280,717	03/08/2016
Operating a User Interface of a Controller for Operating a Self-Propelled Device	9,290,220	03/22/2016
Augmentation of Elements in Data Content	9,292,758	03/22/2016
Self-Propelled Device Implementing Three-Dimensional Control	9,389,612	07/12/2016
Self-Propelled Device for Interpreting Input from a Controller Device	9,394,016	07/19/2016
Self-Propelled Device Implementing Three-Dimensional Control	9,395,725	07/19/2016
Self-Propelled Device with Magnetic Coupling	9,429,940	08/30/2016
Self-Propelled Device with Magnetic Coupling	9,457,730	10/04/2016
Outsourcing Processing to a Self-Propelled Device	9,483,050	11/01/2016
Augmentation of Elements in Data Content	9,483,876	11/01/2016



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Utilizing Asymmetrical Radiation Pattern to Determine Relative Orientation	9,760,095	09/12/2017
Self-Propelled Device with Actively Engaged Drive System	9,766,620	09/19/2017
Interactive Augmented Reality Using a Self-Propelled Device	9,827,487	11/28/2017
Self-Propelled Device with Center of Mass Drive System	9,829,882	11/28/2017
System and Method for Controlling a Self-Propelled Device Using a Dynamically Configurable Instruction Library	9,836,046	12/05/2017
Orienting a User Interface of a Controller for Operating a Self-Propelled Device	9,841,758	12/12/2017
Self-Propelled Device with Magnetic Coupling	9,886,032	02/06/2018
Magnetically Coupled Accessory for a Self-Propelled Device	9,481,410	11/01/2016
Signal Strength Representation and Automatic Connection and Control Upon a Self-Propelled Device	10,104,699	10/16/2018
Self-Optimizing Power Transfer	10,056,791	08/21/2018
Multi-Purposed Self-Propelled Device	10,281,915	05/07/2019
Interactive Toy	D717,888	11/18/2014
Interactive Toy	D735,816	08/04/2015
Remotely Controlling a Self-Propelled Device in a Virtualized Environment	10,248,118	04/02/2019
Operating a Computing Device by Detecting Rounded Objects in an Image	10,192,310	01/29/19
Multi-Purposed Self-Propelled Device	10,168,701	01/01/2019
Multi-Body Self-Propelled Device with Induction Interface Power Transfer	10,101,739	10/16/2018
Multi-Body Self-Propelled Device with Magnetic Yaw Control	9,968,864	05/15/2018
Magnetically Coupled Accessory for a Self-Propelled Device	10,022,643	07/17/2018
Self-Propelled Device Implementing Three-Dimensional Control	9,952,590	04/24/2018

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Self-Propelled Device for Interpreting Input from a Controller Device	10,012,985	07/03/2018
Managing Multiple Connected Devices Using Dynamic Load Balancing	10,306,436	05/28/2019
Outsourcing Processing to a Self-Propelled Device	9,946,257	04/17/2018
Modular Sensing Device for Processing Gestures	10,534,437	01/14/2020
Modular Sensing Device for Controlling a Self-Propelled Device	10,275,036	04/30/2019
Task-Oriented Feedback Using a Modular Sensing Device	15/253,785	08/31/2016
Smart Home Control Using Modular Sensing Device	9,939,913	04/10/2018
Modular Sensing Device Implementing State Machine Gesture Interpretation	10,001,843	06/19/2018
Battery	29/718,103	12/20/2019
Computer Vision Robot Control	15/982,793	05/17/2018
Connector for Modular Electronic Building System	D732,475	06/23/2015
Connector for Modular Electronic Building System	D751,988	03/22/2016
Connector for Modular Electronic Building System	D752,519	03/29/2016
Connector for Modular Electronic Building System	D811,339	02/27/2018
Connector for Modular Electronic Building System	D833,399	11/13/2018
Dynamic Pitch Adjustment of Inbound Audio to Improve Speech Recognition	16/587,339	09/30/2019
Dynamic Pitch Adjustment of Inbound Audio to Improve Speech Recognition	10,431,236	10/01/2019
Electronic Display with a Graphical User Interface	D819,053	05/29/2018
Electronic Display with a Graphical User Interface	D819,052	05/29/2018
Electronic Display with a Graphical User Interface	D817,971	05/15/2018
Electronic Display with a Graphical User Interface	D819,655	06/05/2018
Electronic Display with a Graphical User Interface	D819,051	05/29/2018
Illustration Robot Movement	15/981,972	05/17/2018
Inductive Coupling Across a Moving Boundary of a Mobile Device	15/397,221	01/03/2017

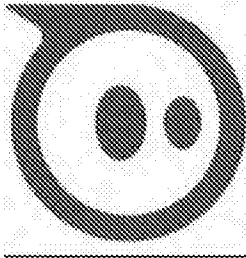
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Interactive Augmented Reality Using a Self-Propelled Device	15/822,940	11/27/2017
Magnetic Robot Calibration	15/893,152	02/09/2018
Modular Electronic Building Systems and Methods of Using the Same	15/845,730	12/18/2017
Modular Electronic Building Systems and Methods of Using the Same	16/223,567	12/18/2018
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	9,419,378	08/16/2016
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	9,831,599	11/28/2017
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	10,244,630	03/26/2019
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	10,256,568	04/09/2019
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	9,597,607	03/21/2017
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	9,019,718	04/28/2015
Modular Electronic Building Systems with Magnetic Interconnections and Methods of Using the Same	16/360,827	03/21/2019
Mounting Plate	29/718,091	12/20/2019
Multi-Purposed Self-Propelled Device	16/223,220	12/18/2018
Puzzle with Conductive Path	8,951,088	02/10/2015
Puzzle with Conductive Path	10,155,153	12/18/2018
Puzzle with Conductive Path	8,602,833	12/10/2013
Puzzle with Conductive Path	16/220,643	12/14/2018
Self-Propelled Device with Magnetic Coupling	16/578,822	09/23/2019
Self-Propelled Device with Magnetic Coupling	10,423,155	09/24/2019
Self-Propelled Device with Actively Engaged Drive System	15/707,693	09/18/2017
Self-Propelled Device with Center of Mass Drive System	10,620,622	04/14/2020

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Signal Strength Representation and Automatic Connection and Control Upon a Self-Propelled Device	16/160,320	10/15/2018
Systems and Methods for Device Detection of Presence and Manipulations	16/220,555	12/14/2018
Systems and Methods for Managing a User Experience for Consumer Products	15/712,986	09/22/2017
Three-Legged Robotic Apparatus	10,421,510	09/24/2019
Three-Legged Robotic Apparatus	16/578,944	09/23/2019
Surveillance Robot	62/956,948	01/03/2020
Modular Electronic Building Systems and Methods of Using the Same	PCT/US2018/066186	12/18/2018
Modular Electronic Building Systems and Methods of Using the Same	PCT/US2018/066168	12/18/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SPHERO (& design)	5,681,037	02/19/2019
WATCH WITH ME	5,410,711	02/27/2018
BOLT (& design)	5,735,011	04/23/2019
SPHEROBOLT	5,735,010	04/23/2019
FACE DRIVE	5,591,324	10/23/2018
EDU (& design)	5,499,280	06/19/2018
SPHERO POWER PACK	87/329,158	02/08/2017
SPHERO EDU	5,488,002	06/05/2018
SPHERO MINI (& design)	5,638,762	12/25/2018
SPHERO MINI	5,638,761	12/25/2018
SPRK+	5,351,189	12/05/2017
SPRK+	5,201,487	05/09/2017
SPRK SCHOOLS PARENTS ROBOTS KIDS (& design)	4,675,087	01/20/2015
SPRK (& design)	4,667,572	01/06/2015
OLLIE	4,827,934	10/06/2015
OLLIE	4,827,933	10/06/2015
LIGHTNING LAB (& design)	5,187,655	04/18/2017
LIGHTNING LAB (& design)	5,187,654	04/18/2017
LIGHTNING LAB (& design)	5,187,653	04/18/2017

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LIGHTNING LAB (& design)	5,187,652	04/18/2017
LIGHTNING LAB	5,187,651	04/18/2017
LIGHTNING LAB	5,187,650	04/18/2017
SPHERO (& design)	4,122,728	04/03/2012
SPHERO (& design)	4,122,727	04/03/2012
SMART TOY	4,196,164	08/21/2012
SPHERO (& design)	4,122,730	04/03/2012
SPHERO (& design)	4,122,729	04/03/2012
SPHERO	4,122,706	04/03/2012
	4,122,891	04/03/2012
	4,122,890	04/03/2012
SPHERO	4,122,705	04/03/2012
SPHEROVERSE	4,409,566	10/01/2013
#BEYONDCODE	5,975,398	02/02/2020
BITLAB	5,050,301	09/27/2016
BITS	4,756,542	06/16/2015
BITS	4,918,477	03/15/2016

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLOUDBIT	4,984,183	06/21/2016
COMPUTER SCIENCE FOUNDATIONS BY SPHERO (& design)	88/638,202	10/01/2019
COMPUTER SCIENCE FOUNDATIONS BY SPHERO	88/638,193	10/01/2019
LITTLEBITS	4,080,617	01/03/2012
LITTLEBITS	4,756,385	06/16/2015
LITTLEBITS (stylized)	4,655,361	12/16/2014
MAKE SOMETHING THAT DOES SOMETHING	4,756,384	06/16/2015
MAKING CHANGEMAKERS	88/021,372	06/29/2018
RVR	88/449,081	05/28/2019
SNAP THE GAP	88/302,019	02/14/2019
SNAP THE INTERNET TO ANYTHING	5,151,593	02/28/2017
SPECDRUMS	5,451,417	04/24/2018

EXHIBIT D

Mask Works

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



EXHIBIT E

Licensed IP

<u>Type of IP</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent	Self-Propelled Device Implementing Three-Dimensional Control	9,150,263	10/06/2015
Patent	Self-Propelled Device Implementing Three-Dimensional Control	9,395,725	07/19/2016
Patent	Self-Propelled Device Implementing Three-Dimensional Control	9,389,612	07/12/2016
Patent	Magnetic Robot Calibration	15/893,152	02/09/2018
Patent	Signal Strength Representation and Automatic Connection and Control Upon a Self-Propelled Device	10,104,699	10/16/2018