

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577744

<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>
Vyopta Incorporated		05/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vistara Technology Growth Fund III Limited Partnership		
<b>Street Address:</b>	1622 W. 7th Avenue, Suite 200		
<b>Internal Address:</b>	Attn: Randy Garg		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6J 1S5		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88194239	CPM MONITORING	
<b>Serial Number:</b>	88194212	CPM ANALYTICS	
<b>Serial Number:</b>	85936962	VRATING	
<b>Serial Number:</b>	77787830	VYOPTA	
<b>Serial Number:</b>	77874184	VCONTROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	619-699-2700		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	05/22/2020		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 22, 2020 by and between VISTARA TECHNOLOGY GROWTH FUND III LIMITED PARTNERSHIP, a Canadian limited partnership ("Lender"), and VYOPTA INCORPORATED, a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement dated of even date herewith by and between the Lender and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all Intellectual Property.

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

New York law governs this Agreement without regard to principles of conflicts of law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

No amendment, modification, termination or waiver of any provision of this Agreement, no approval or consent thereunder, or any consent to any departure by Grantor or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and Grantor.

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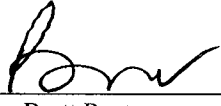
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

3755 S Capital of Texas Hwy,  
Suite 340  
Austin, TX 78704  
Attn: Chief Executive Officer

VYOPTA INCORPORATED

By:   
Name: Brett Panter  
Title: Chief Financial Officer

**LENDER:**

Address of Lender

c/o Vistara Capital Partners  
1622 West 7th Avenue, Suite 200  
Vancouver, BC V6J 1S5  
Canada  
Attn: Noah Shipman and Kathleen Reaume

VISTARA TECHNOLOGY GROWTH FUND III  
LIMITED PARTNERSHIP

By: VISTARA GENERAL PARTNER III INC.  
Its: General Partner

By: \_\_\_\_\_  
Name: Noah Shipman  
Title: Partner

*[Signature Page to Intellectual Property Security Agreement]*

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:**

Address of Grantor:

VYOPTA INCORPORATED

3755 S Capital of Texas Hwy,  
Suite 340  
Austin, TX 78704  
Attn: Chief Executive Officer

By: \_\_\_\_\_  
Name: Brett Panter  
Title: Chief Financial Officer

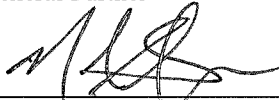
**LENDER:**

Address of Lender

VISTARA TECHNOLOGY GROWTH FUND III  
LIMITED PARTNERSHIP

c/o Vistara Capital Partners  
1622 West 7th Avenue, Suite 200  
Vancouver, BC V6J 1S5  
Canada  
Attn: Noah Shipman and Kathleen Reaume

By: VISTARA GENERAL PARTNER III INC.  
Its: General Partner

By:  \_\_\_\_\_  
Name: Noah Shipman  
Title: Partner

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

None.

EXHIBIT B

US Patents

None.



EXHIBIT C

US Trademarks

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
CPM Monitoring	88194239	November 14, 2018
CPM Analytics	88194212	November 14, 2018
vRating	85936962	May 20, 2013
Vyopta	77787830	July 23, 2009
vControl	77874184	November 17, 2009