

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALERT INNOVATION INC.		06/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WALMART INC.		
Street Address:	702 SW EIGHTH STREET		
City:	BENTONVILLE		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5900480	ALERT INNOVATION	
Registration Number:	5900479	ALERT INNOVATION	
Registration Number:	5546552	ALPHABOT	
Serial Number:	88694748	NOVASTORE	
Serial Number:	87674823	ALPHATOTE	
Serial Number:	87207587	NOVASTORE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	322415-107		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	07/01/2020		

CH \$165.00 5900480

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 23, 2020, between WALMART INC. (“**Lender**”) and ALERT INNOVATION INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. Lender’s rights to exercise remedies with respect to the Intellectual Property shall be subject to the terms and conditions set forth in the Loan Agreement. Lender’s rights with respect to the Intellectual Property This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

101 Billerica Ave, Bldg 3
North Billerica, MA 01862

GRANTOR:

ALERT INNOVATION INC.

By: Matthew Mitchell

Name: Matthew Mitchell

Title: Chief Financial Officer, Treasurer and Secretary

Address of Lender:

702 SW Eighth Street
Bentonville, AR 72716

LENDER:

WALMART INC.

By: Michael Guptan

Name: Michael Guptan

Title: Vice President, Corporate Development

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B
PATENTS

Description	Patent / Application Number	Issue / Application Date
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	10,435,242	10/08/19
STORAGE AND RETRIEVAL SYSTEM	10,435,241	10/08/19
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	10,179,700	01/15/19
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	10,040,632	08/07/18
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	10,000,338	06/19/18
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	9,598,239	03/21/17
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	9,139,363	09/22/15
CLIMBING ROBOT WITH COMPLIANT PINION DRIVE	16/567881	09/11/19
TOTE HANDLING FOR CHILLED OR FROZEN GOODS	16/554512	08/28/19
AUTOMATED DECANT SYSTEM	16/530249	08/02/19
STORAGE AND RETRIEVAL SYSTEM	16/594647	10/07/19
AUTOMATED VERTICAL FARMING SYSTEM USING MOBILE ROBOTS	15/947551	04/06/18
ORDER FULFILLMENT SYSTEM	16/419910	05/22/19
OPPORTUNISTIC CHARGING SYSTEM FOR AN AUTOMATED STORAGE AND RETRIEVAL SYSTEM	16/269900	02/07/19
MODULAR STRUCTURE FOR AN AUTOMATED STORAGE AND RETRIEVAL SYSTEM	16/269933	02/07/19
CONFIGURABLE SERVICE ISOLATION ZONES FOR SERVICE OF EQUIPMENT EMPLOYING MOBILE ROBOTS	15/838836	12/12/17
AUTOMATED SYSTEM FOR TRANSPORTING PAYLOADS	16/273449	02/12/19
ORDER FULFILLMENT ROBOT CAPABLE OF HORIZONTAL AND VERTICAL MOTION	15/693065	08/31/17
UNIVERSAL GRIPPER FOR TOTE AND SUB-TOTE TRANSPORT	16/058065	08/08/18
STORAGE AND RETRIEVAL SYSTEM	16/121212	09/04/18
FULLY AUTOMATED SELF-SERVICE STORE	15/987736	05/23/18
PICKING WORKSTATION WITH MOBILE ROBOTS & MACHINE VISION VERIFICATION OF EACH	15/956346	04/18/18

TRANSFERS PERFORMED BY HUMAN OPERATORS

INVENTORY MANAGEMENT SYSTEM AND METHOD	15/903993	02/23/18
AUTOMATED PROXY PICKER SYSTEM FOR NON-FUNGIBLE goods	15/884677	01/31/18
COLLABORATIVE WORKSTATION SYSTEM WITH INTERCHANGEABLE MOBILE WORKSTATIONS	15/885367	01/31/18
PACKING BY DESTINATION FOR AUTOMATED FULFILLED GOODS	15/884938	01/31/18
INTERCHANGEABLE AUTOMATED MOBILE ROBOTS WITH A PLURALITY OF OPERATING MODES CONFIGURING A PLURALITY OF DIFFERENT ROBOT TASK CAPABILITIES	15/867373	/01/10/18
AUTOMATED RETAIL SUPPLY CHAIN AND INVENTORY MANAGEMENT SYSTEM	15/826045	11/29/17
AUTOMATED-SERVICE RETAIL SYSTEM AND METHOD	15/816832	11/17/17
ORDER FULFILLMENT SYSTEM	15/591956	05/10/17

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
NOVASTORE	88694748	11/15/19
ALERT INNOVATION	5900480	11/05/19
ALERT INNOVATION	5900479	11/05/19
ALPHATOTE	87674823	11/07/17
NOVASTORE	87207587	04/25/17
ALPHABOT	5546552	08/21/18