

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594085

<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>
BIDGELY INC.		08/24/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	40 King Street West, Suite 5702		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5069093	HOMEBEAT	
<b>Registration Number:</b>	6015506	UTILITYAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	313569-170		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	08/25/2020		
<b>Total Attachments: 6</b>			
source=Bidgely - IPSA (08.24.2020)#page1.tif			
source=Bidgely - IPSA (08.24.2020)#page2.tif			
source=Bidgely - IPSA (08.24.2020)#page3.tif			
source=Bidgely - IPSA (08.24.2020)#page4.tif			

CH \$65.00 5069093

source=Bidgely - IPSA (08.24.2020)#page5.tif

source=Bidgely - IPSA (08.24.2020)#page6.tif

## 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 August 24, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and BIDGELY INC., a Delaware corporation.

### RECITALS

A. Bank 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 Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank 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 Bank 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. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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:

110 Pioneer Way  
Suite G  
Mountain View, CA 94041  
Attention: Abhay Gupta

GRANTOR:

BIDGELY INC.

By: *Abhay Gupta* .....

Name: Abhay Gupta  
Title: Chief Executive Officer and Secretary

Address of Bank:

CIBC Innovation Banking  
40 King Street West, Suite 5702  
Toronto, Ontario  
M5H 3Y2  
Attention: Youssef Kabbani, Amy Olah

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: *Amy Olah* .....

Name: Amy Olah  
Title: Executive Director, Authorized Signatory  
CIBC Innovation Banking

By: *Youssef Kabbani* .....

Name: Youssef Kabbani  
Title: Director, Authorized Signatory  
CIBC Innovation Banking

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
Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	9,612,286	04/04/2017
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	10,114,347	10/30/2018
Applications of Non-Intrusive Load Monitoring and Solar Energy Disaggregation	9,625,889	04/18/2017
Energy Disaggregation Techniques for Whole-House Energy Consumption Data	10,460,274	10/29/2019
Electric Vehicle Disaggregation and Detection in Whole-House Consumption Signals	10,191,096	01/29/2019
Low Frequency Energy Disaggregation Techniques	10,630,502	04/21/2020
Systems and Methods for Managing Energy Usage Using Disaggregated Energy Data	14/844,906	09/03/2015
Systems and Methods for Optimizing Energy Usage Using Energy Disaggregation Data and Time of Use Information	14/845,189	09/03/2015
Systems and Methods for Learning Appliance Signatures	15/289,175	10/09/2016
Systems and Methods for Disaggregating Appliance Loads	10,657,110	05/19/2020
Systems and Methods for Detecting Occurrence of an Event in a Household Environment	15/898,060	02/15/2018
Method and System for Disaggregating Energy Profile for one or more appliances installed in a Non-smart meter home	16/000,209	06/05/2018
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	16/100,557	08/10/2018
Electric Vehicle Disaggregation and Detection in Whole-House Consumption Signals	16/259,748	01/28/2019
Improvements in Low Frequency Energy Disaggregation Techniques	15/844,513	03/16/2020

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Systems and Methods for Disaggregating Appliance Loads	15/826,657	11/29/2017

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
Homebeat	5,069,093	10/25/2016
UtilityAI	6,015,506	03/17/2020