

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCUBE, INC.		06/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eastward Fund Management, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4700413	MCUBE	
Registration Number:	4254341	MCUBE	
Registration Number:	4659788	MCUBE	
Serial Number:	88491567	SENSFIT	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	318251-102		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	09/02/2020		
Total Attachments: 18			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of June 8, 2020 by and between EASTWARD FUND MANAGEMENT, LLC, a Delaware limited liability company (“**Lender**”), and MCUBE, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of August 30, 2019 by and among Lender, Grantor and the other borrowers party thereto, (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).

B. Pursuant to the terms of that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of June 8, 2020, by and between Lender and Grantor and the other borrowers party thereto (the “**Second Amendment**”), Grantor has agreed to amend the Loan Agreement and grant 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 of the Collateral. Lender is willing to enter into the Second Amendment, but only upon the condition, among others, that Grantor shall grant to Lender 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.

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

1. **Grant of Security Interest.** 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 (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 and any patents and patent applications claiming the priority benefit of 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) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) 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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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 Second Amendment and 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 Lender 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).

[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:

MCUBE, INC.

By: _____
DocuSigned by:
Ben Lee
31F35B4749D7472...
Name: Ben Lee
Title: Director

LENDER:

EASTWARD FUND MANAGEMENT, LLC

By: _____
DocuSigned by:
D. Cameron
D6CA306B966D4A9...
Name: Dennis Cameron
Title: MANAGING MEMBER

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

No.	Description	Registration/ Application Number	Registration/ Application Date
1.	Three Axis Magnetic Sensor Device and Method	8,742,520	06/03/2014
2.	Method and Structure of Integrated Micro Electro-Mechanical Systems and Electronic Devices Using Edge Bond Pads	8,592,993	11/26/2013
3.	Method and Structure of Sensors or Electronic Devices Using Vertical Mounting	8,749,004	06/10/2014
4.	Method and Structure of Sensors and MEMS Devices Using Vertical Mounting with Interconnections	8,981,560	(03/17/2015
5.	Low Power Rotational Detection Methods and Apparatus	16/101,276	08/10/2018
6.	MEMS Device with Stiction Recover and Methods	15/877,999	01/23/2018
7.	Differential MEMS Device and Methods	16/530,923	(08/02/2019

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
8.	Portable Computing Device and Methods	16/655,124	10/16/2019
9.	Flexible Sensor System and Methods	16/734,234	1/4/2019
10.	Device and Method for Using Time Rate of Change of Sensor Data to Determine Device Rotation	10,197,587	02/05/2019
11.	Dynamic Offset Correction for Calibration of MEMS Sensor	10,324,108	06/18/2019
12.	Three Axis Magnetic Sensor Device and Method	8,486,723	07/16/2013
13.	Accurate Gyroscope Device Using MEMS and Quartz	8,584,521	11/19/2013
14.	Touchscreen Operation Threshold Methods and Apparatus	8,643,612	02/04/2014
15.	Analog Touchscreen Methods and Apparatus	8,797,279	08/05/2014

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
16.	MEMS-Based Dual and Single Proof-Mass Accelerometer Methods and Apparatus	9,246,017	01/26/2016
17.	Selective Accelerometer Data Processing Methods and Apparatus	9,335,845	05/10/2016
18.	Security System and Methods for Integrated Devices	9,418,247	08/16/2016
19.	Three Axis Magnetic Sensor Device and Method Using Flex Cables	9,423,473	08/23/2016
20.	Method of Reducing Gyroscope Oscillator Start-Up Time and Device Therefor	9,464,899	10/11/2016
21.	Method and Device for Magnetoresistive Sensor	9,588,194	03/07/2017
22.	Method and Structure of Three Dimensional CMOS Transistors with Hybrid Crystal Orientations	9,595,479	03/14/2017
23.	Method and Device for Calibrating a Magnetometer Using Partial Sampling	9,677,906	06/13/2017

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
24.	Dual Accelerometer Plus Magnetometer Body Rotation Rate Sensor-Gyrometer	13/758,381	02/04/2013
25.	Method of Fabricating MEMS Devices Using Plasma Etching and Device Thereof	14/658,114	03/13/2015
26.	Security System and Methods for Integrated Devices	10,078,112	09/18/2018
27.	Multi-Layer Single Chip MEMS WLCSP Fabrication	10,106,399	10/23/2018
28.	Method and Apparatus for Real-Time Motion Direction Detection via Acceleration-Magnetic Fusion	10,175,778	01/08/2019
29.	MEMS Device with Reduced Dynamic Stress and Methods	10,322,926	06/18/2019
30.	Umbrella, Umbrella Peripheral and Methods	10,561,210	02/18/2020
31.	Multiple MEMS Device and Methods	10,605,823	03/31/2020

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
32.	Method and Apparatus for Patterning Micro and Nano Structures Using a Mask-Less Process	7,473,912	01/06/2009
33.	Method and Structure for an Out-of-Plane Compliant Micro Actuator	7,498,715	03/03/2009
34.	Method and Structure for Kinetic Energy Based Generator for Portable Electronic Devices	7,608,933	10/27/2009
35.	Method and Structure for an Out-of-Plane Compliant Micro Actuator	7,928,632	04/19/2011
36.	Method and Structure of Monolithically Integrated IC-MEMS Oscillator Using IC Foundry-Compatible Processes	8,071,398	12/06/2011
37.	Method and Structure of Monolithically Integrated Infrared Sensing Device	8,120,076	02/21/2012
38.	Method and Structures of Monolithically Integrated ESD Suppression Device	8,148,781	04/03/2012
39.	Methods and Apparatus for Facilitating Capture of Magnetic Credit Card Data on a Hand Held Device	8,181,874	05/22/2012

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
40.	Method and Structure of Monolithically Integrated Inertial Sensor Using IC Foundry-Compatible Process	8,227,285	07/24/2012
41.	Method and Structure of Wafer Level Encapsulation of Integrated Circuits with Cavity	8,227,911	07/24/2012
42.	Foundry Compatible Process for Manufacturing a Magneto Meter Using Lorentz Force for Integrated Systems	8,236,577	08/07/2012
43.	Methods and Apparatus for Capturing Magnetic Credit Card Data on a Hand Held Device	8,245,923	08/21/2012
44.	Method and Structure of an Integrated CMOS and MEMS Device Using Air Dielectric	8,324,047	12/04/2012
45.	Method and Structure of Integrated Micro Electro-Mechanical Systems and Electronic Devices Using Edge Bond Pads	8,367,522	02/05/2013
46.	Integrated MEMS and CMOS Package and Method	8,395,252	03/12/2013

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
47.	Magneto Meter Using Lorentz Force for Integrated Systems	8,402,666	03/26/2013
48.	Multiple Magneto Meters Using Lorentz Force for Integrated Systems	8,407,905	04/02/2013
49.	Integrated CMOS and MEMS with Air Dielectric Method and System	8,421,082	04/16/2013
50.	Method and Structure of Monolithically Integrated Inertial Sensor Using IC Foundry-Compatible Processes	8,432,005	04/30/2013
51.	Method and Structure of Sensors or Electronic Devices Using Vertical Mounting	8,476,084	07/02/2013
52.	Method and Structure of Sensors and MEMS Devices Using Vertical Mounting with Interconnections	8,476,129	07/02/2013
53.	Method and Structure of Monolithically Integrated Microneedle Biochip	8,506,529	08/13/2013
54.	Anchor Design and Method for MEMS Transducer Apparatuses	8,553,389	10/08/2013

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
55.	Package Tolerate Design and Method	8,564,075	10/22/2013
56.	Method and Structure of Wafer Level Encapsulation of Integrated Circuits with Cavity	8,569,180	10/29/2013
57.	Multi-Axis Integrated MEMS Devices with CMOS Circuits and Method Therefor	8,637,943	01/28/2014
58.	Methods and Structure for Adapting MEMS Structures to Form Electrical Interconnections for Integrated Circuits	8,652,961	02/18/2014
59.	Method and Structure of Monolithically Integrated IC-MEMS Oscillator Using IC Foundry-Compatible Processes	8,704,238	04/22/2014
60.	Method and Structure for Adding Mass with Stress Isolation to MEMS Structures	8,710,597	04/29/2014
61.	Methods and Apparatus for Initiating Image Capture on a Hand-Held Device	8,723,986	05/13/2014
62.	Integrated Inertial Sensing Apparatus Using MEMS and Quartz Configured on Crystallographic Planes	8,794,065	08/05/2014

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
63.	Method and Structure of Monolithically Integrated Pressure Sensor Using IC Foundry-Compatible Processes	8,796,746	08/05/2014
64.	Method and Structure of Monolithically Integrated Micromachined Microphone Using IC Foundry-Compatible Processes	8,796,790	08/05/2014
65.	Integrated System on Chip Using Multiple MEMS and CMOS Devices	8,823,007	09/02/2014
66.	Methods and Apparatus for Object Tracking on a Hand-Held Device	8,928,602	01/06/2015
67.	Methods and Apparatus for Operating Hysteresis on a Hand Held Device	8,928,696	01/06/2015
68.	Integrated RF MEMS, Control Systems and Methods	8,936,959	01/20/2015
69.	Three Axis Magnetic Sensor Device and Method Using Flex Cables	8,969,101	03/03/2015

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
70.	Oxide Retainer Method for MEMS Devices	8,993,362	03/31/2015
71.	Method and Structure of Monolithically Integrated ESD Suppression Device	8,999,835	04/07/2015
72.	Multi-Axis Integrated MEMS Devices with CMOS Circuits and Methods Therefor	9,150,406	10/06/2015
73.	Distributed MEMS Devices Time Synchronization Methods and System	9,174,838	11/03/2015
74.	Substrate Curvature Compensation Methods and Apparatus	9,291,638	03/22/2016
75.	Method and Structure for Adding Mass with Stress Isolation to MEMS Structures	9,321,629	04/26/2016
76.	Method and Structure of Monolithically Integrated Absolute Pressure Sensor	9,340,414	05/17/2016
77.	Integrated CMOS and MEMS Devices with Air Dielectrics	9,365,412	06/14/2016

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
78.	Method for Fabricating a Transducer Apparatus	9,376,312	06/28/2016
79.	System on a Chip Using Integrated MEMS and CMOS Devices	9,440,846	09/13/2016
80.	Method and Structure of MEMS WLCSP Fabrication	9,540,232	01/10/2017
81.	Power Saving Method of Operating a Portable Computing Device	9,588,569	03/07/2017
82.	Single Point Offset Calibration for Inertial Sensors	9,594,095	03/14/2017
83.	MEMS-Based Proximity Sensor Device and Method	9,696,337	07/04/2017
84.	System Configured for Integrated Communication, MEMS, Processor, and Applications Using a Foundry Compatible Semiconductor Process	9,709,509	07/18/2017
85.	Method and Structure of MEMS PLCSP Fabrication	9,738,510	08/22/2017

No.	Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
86.	Method and Structure of MEMS PLCSP Fabrication	9,975,759	05/22/2018
87.	Selective Accelerometer Data Processing Methods and Apparatus	13/437,914	04/02/2012
88.	Methods and Apparatus for Mobile Device Power Management Using Accelerometer Data	13/759,027	02/04/2013
89.	Dynamic Temperature Calibration	13/940,199	07/11/2013
90.	Tower-Shaped Supporting Structure	14/233,903	01/21/2014
91.	System on a Chip Using Integrated MEMS and CMOS Devices	PCT US2010054567	10/28/2010

EXHIBIT C

Trademarks

No.	Description	Registration/ <u>Serial Number</u>	Registration/ Application <u>Date</u>
1.	SENSFIT	88/491,567	06/27/2019
2.	MCUBE (& design)	4,700,413	03/10/2015
3.	MCUBE	4,254,341	12/04/2012
4.	MCUBE	4,659,788	12/23/2014