

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UDISENSE INC.		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6004319	BREATHING BAND	
Registration Number:	6060671	BREATHING WEAR	
Serial Number:	88218577	NANIT BREATHING WEAR	
Serial Number:	88620925	MEMBOOK	
Registration Number:	5387807	THE BABY MONITOR THAT THINKS	
Registration Number:	5303264	NANIT INSIGHTS	
Registration Number:	5459471	SEE MORE, MONITOR LESS.	
Registration Number:	5078935	NANIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1281313		
NAME OF SUBMITTER:	Andrew Nash		

OP \$215.00 6004319

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	10/26/2020
Total Attachments: 8 source=Intellectual_Property_Security_Agreement_-_Udisense#page1.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page2.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page3.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page4.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page5.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page6.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page7.tif source=Intellectual_Property_Security_Agreement_-_Udisense#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 23, 2020 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”), and **UDISENSE INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 30, 2017 (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). Bank is willing to make the Loans to Grantor, 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

1. 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 of 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;

(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.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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.

Address:

244 5th Ave., 2nd FL., Suite 2702
New York, New York 10001
Attn: Assaf Glazer

GRANTOR:

UDISENSE INC.

DocuSigned by:
Sarah Dorsett
By: _____
Name: Sarah Dorsett
Title: CEO and President

Address:

387 Park Avenue South, 2nd Floor
New York, New York 10016
Attn: Michael Bozicas

BANK:

SILICON VALLEY BANK

DocuSigned by:
Michael Bozicas
By: _____
Name: Michael Bozicas
Title: Vice President

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Monitoring camera and mount	10,708,550	7/7/2020
Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies	10,645,349	5/5/2020
Wall mount for a monitoring camera	D855,684	8/6/2019
Wall-assisted floor-mount for a monitoring camera	D854,074	7/16/2019
Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies	10,165,230	12/25/2018
Monitoring camera	D803,289	11/21/2017
Wall-assisted floor-mount for a monitoring camera	D798,366	9/26/2017
Portable mount for a monitoring camera	D798,365	9/26/2017
Freestanding floor mount for a monitoring camera	D788,207	5/30/2017
SYSTEMS AND METHODS FOR CONFIGURING BABY MONITOR CAMERAS TO PROVIDE UNIFORM DATA SETS FOR ANALYSIS AND TO PROVIDE AN ADVANTAGEOUS VIEW POINT OF BABIES	16/191,712	11/15/2018
Respiration monitor	16/197,479	11/21/2018
Monitoring camera and mount	16/091,989	5/7/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BREATHING BAND	6004319	March 3, 2020
BREATHING WEAR	6060671	May 19, 2020
NANIT BREATHING WEAR	88/218,577	December 5, 2018
MEMBOOK	88/620,925	September 18, 2019
THE BABY MONITOR THAT THINKS	5387807	January 23, 2018
NANIT INSIGHTS	5303264	October 3, 2017
SEE MORE, MONITOR LESS.	5459471	May 1, 2018
NANIT	5078935	November 8, 2016

