

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607026

<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>
LIGHTBEND, INC.		11/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NH EXPANSION CREDIT FUND HOLDINGS LP		
<b>Street Address:</b>	1585 Broadway, 39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4165433	TYPESAFE	
<b>Registration Number:</b>	4554495	TYPESAFE	
<b>Registration Number:</b>	4546449	TYPESAFE ACTIVATOR	
<b>Serial Number:</b>	86852164	LIGHTBEND	
<b>Serial Number:</b>	86906989	LIGHTBEND REACTIVE PLATFORM	
<b>Serial Number:</b>	86489565	TYPESAFE CONDUCTR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1286223 TM		
<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique		
<b>SIGNATURE:</b>	/D'Arcy Conrique/		
<b>DATE SIGNED:</b>	11/05/2020		

OP \$165.00 4165433

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement**, dated as of November 4, 2020 (this "**Agreement**"), by and between **NH EXPANSION CREDIT FUND HOLDINGS LP** ("**North Haven Expansion**"), as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**"), on behalf of the Holders (as defined below), and **LIGHTBEND, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to that certain Note and Warrant Purchase and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**NWPSA**"), by and among Agent, the Holders from time to time signatory thereto, including North Haven Expansion (each, a "**Holder**" and collectively, the "**Holders**"), and Grantor. Terms defined in the NWPSA have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

**1. Security Interest.** To secure the Obligations under and as defined in the NWPSA, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property:

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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. Rights Cumulative.** The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the NWPSA, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the NWPSA, 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

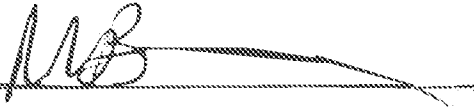
3. **Governing Law.** New York law governs this Agreement without regard to principles of conflicts of law.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LIGHTBEND, INC., a Delaware corporation

By: 

Name: Mark Brewer

Title: Chief Executive Officer

Address for Notices:

Attn: Chief Executive Officer  
LIGHTBEND, INC.  
625 Market Street, Suite 1000  
San Francisco CA 94105  
mark.brewer@lightbend.com

**AGENT:**

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

By: \_\_\_\_\_

Name: William Rolland

Title: Managing Director

Address for Notices:

Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036  
expansion\_credit\_reportline@morganstanley.com  
\_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – LIGHTBEND, INC.]

DMS 17977087

**TRADEMARK**  
**REEL: 007096 FRAME: 0717**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LIGHTBEND, INC., a Delaware corporation

By: .....

Name: Mark Brewer

Title: Chief Executive Officer

Address for Notices:

Attn: Chief Executive Officer  
LIGHTBEND, INC.  
625 Market Street, Suite 1000  
San Francisco CA 94105  
mark.brewer@lightbend.com

**AGENT:**

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

By:  .....

Name: William Keiland

Title: Managing Director

Address for Notices:

Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036  
expansion\_credit\_reporting@morganstanley.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -- LIGHTBEND, INC.]

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
*PLEASE SEE ATTACHMENT					

<b>Owner</b>	<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
LIGHTBEND, INC.	Scala	Common Law	
LIGHTBEND, INC.	Scala IDE	Common Law	
LIGHTBEND, INC.	Scala SCA Plugin for Fortify	Common Law	
LIGHTBEND, INC.	Akka	Common Law	
LIGHTBEND, INC.	Akka Actor	Common Law	
LIGHTBEND, INC.	Akka Cluster	Common Law	
LIGHTBEND, INC.	Akka Cluster Sharding	Common Law	
LIGHTBEND, INC.	Akka Configuration Checker	Common Law	
LIGHTBEND, INC.	Akka Diagnostic Recorder	Common Law	
LIGHTBEND, INC.	Akka Distributed Data	Common Law	
LIGHTBEND, INC.	Akka HTTP	Common Law	
LIGHTBEND, INC.	Akka Fast Failover	Common Law	
LIGHTBEND, INC.	Akka gRPC	Common Law	
LIGHTBEND, INC.	GDPR for Akka Persistence	Common Law	
LIGHTBEND, INC.	Akka Kubernetes Lease	Common Law	
LIGHTBEND, INC.	Akka Management	Common Law	
LIGHTBEND, INC.	Akka Multi Data Center	Common Law	
LIGHTBEND, INC.	Akka Multi Data Center Persistence	Common Law	
LIGHTBEND, INC.	Akka Persistence	Common Law	
LIGHTBEND, INC.	Akka Platform	Common Law	
LIGHTBEND, INC.	Akka Split Brain Resolver	Common Law	
LIGHTBEND, INC.	Akka Streams	Common Law	
LIGHTBEND, INC.	Akka Thread Starvation Detector	Common Law	
LIGHTBEND, INC.	Alpakka	Common Law	
LIGHTBEND, INC.	Alpakka Connectors	Common Law	
LIGHTBEND, INC.	Alpakka Kafka	Common Law	
LIGHTBEND, INC.	Cloudflow	Common Law	
LIGHTBEND, INC.	Cloudflow Enterprise	Common Law	
LIGHTBEND, INC.	Cloudstate	Common Law	
LIGHTBEND, INC.	Lightbend Console	Common Law	
LIGHTBEND, INC.	Lightbend Platform	Common Law	
LIGHTBEND, INC.	Lightbend Telemetry	Common Law	
LIGHTBEND, INC.	Play	Common Law	
LIGHTBEND, INC.	Play IDE	Common Law	
LIGHTBEND, INC.	sbt	Common Law	
LIGHTBEND, INC.	Reactive Platform	Common Law	
LIGHTBEND, INC.	Enterprise Suite / Production Suite	Common Law	
LIGHTBEND, INC.	Slick	Common Law	
LIGHTBEND, INC.	Slick Extensions	Common Law	
LIGHTBEND, INC.	Spray	Common Law	



<b>Owner</b>	<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
LIGHTBEND, INC.	Activator	Common Law	
LIGHTBEND, INC.	dbuild	Common Law	
LIGHTBEND, INC.	config	Common Law	
LIGHTBEND, INC.	mima	Common Law	
LIGHTBEND, INC.	Lagom	Common Law	
LIGHTBEND, INC.	ConductR	Common Law	
LIGHTBEND, INC.	OpsClarity	Common Law	
LIGHTBEND, INC.	Reactive Monitoring	Common Law	

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TYPESAFE		4165433 4554495		June 26, 2012 June 24, 2014
Typesafe Activator		4546449		June 10, 2014
LIGHTBEND		15282511 European Union (Community)		August 2, 2016
Lightbend Reactive Platform		015721442 European Union (Community)		November 23, 2016

THE COMPANY HAS APPLIED FOR THE FOLLOWING TRADEMARKS:

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>	<b>STATUS</b>
LIGHTBEND	UNITED STATES	86/852164	DECEMBER 17, 2015	REGISTERED APRIL 4, 2017
LIGHTBEND REACTIVE PLATFORM	UNITED STATES	86/906989	FEBRUARY 12, 2016	REGISTERED NOVEMBER 23, 2016
TYPESAFE CONDUCTR	UNITED STATES	86/489565	DECEMBER 23, 2014	ABANDONED

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
*PLEASE SEE ATTACHMENT				

