

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643922

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midwest Composite Technologies, LLC		04/30/2021	Limited Liability Company: WISCONSIN
Kemeera LLC		04/30/2021	Limited Liability Company: CALIFORNIA
Incodema, LLC		04/30/2021	Limited Liability Company: NEW YORK
ICO Mold, LLC		04/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3539925	INCODEMA
Registration Number:	4337884	ICOMOLD
Registration Number:	4438673	SMARTQUOTE
Registration Number:	4461007	FATHOM
Serial Number:	90656054	DIGITAL MANUFACTURING. REIMAGINED.
Serial Number:	90681141	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1365909

NAME OF SUBMITTER: Jonathan Fuste

SIGNATURE: /Jonathan Fuste/

DATE SIGNED: 05/03/2021

Total Attachments: 6

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page1.tif

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page2.tif

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page3.tif

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page4.tif

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page5.tif

source=Project Fathom - Patent and Trademark Security Agreement [Executed Version]#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 30, 2021 (this "Agreement"), among MIDWEST COMPOSITE TECHNOLOGIES, LLC, a Wisconsin limited liability company, KEMEERA LLC, a California limited liability company, INCODEMA, LLC, a New York limited liability company, ICO MOLD, LLC, a Delaware limited liability company, and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made (a) to the Bridge Credit Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fathom Guarantor, LLC, Fathom Borrower, LLC, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Fathom Guarantor, LLC, Fathom Borrower, LLC, the Subsidiary Loan Parties from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Parties party hereto are (or are Affiliates of) the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Sections 1.02 and 1.09 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Loan Party pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign, pledge and grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States or the equivalent thereof in any other country or supranational authority, all registrations and recordings thereof and all applications for letters patent of the United States or the equivalent thereof in any other country or supranational authority, including, in the case of any Loan Party, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar office in any State of the United States or any other country, supranational authority or any political subdivision thereof, all extensions or

renewals thereof, and all common law rights related thereto, including , in the case of any Loan Party, any of the foregoing set forth under its name on Schedule II hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), and (ii) all goodwill associated therewith or symbolized thereby.

SECTION 3. Intellectual Property License. Pursuant to the Guarantee and Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article V of the Guarantee and Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Loan Party has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Loan Parties) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Guarantee and Collateral Agreement or thereafter acquired by such Loan Party, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, the right to prosecute and maintain all such Intellectual Property and the right to sue for past infringement of such Intellectual Property.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement that is an Electronic Signature transmitted by fax or by email as a “.pdf” or “.tif” attachment that reproduces an image of an actual executed signature page shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by fax or by email as a “.pdf” or “.tif” attachment that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

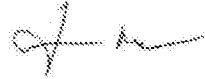
SECTION 6. Incorporation by Reference. The provisions of Sections 7.04, 7.07, 7.08, 7.09, 7.11, 7.13 and 7.19 of the Guarantee and Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIDWEST COMPOSITE
TECHNOLOGIES, LLC,

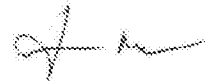
by



Name: John May
Title: President

KEMEERA LLC,

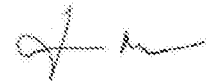
by



Name: John May
Title: President

INCODEMA, LLC,

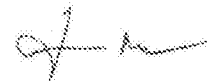
by



Name: John May
Title: Vice President

ICO MOLD, LLC,

by



Name: John May
Title: President

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by 

Name: Jared Zuniga
Title: Officer

SCHEDULE I

Schedule I to the
Patent and Trademark Security Agreement

PATENTS

I. United States Patents

Loan Party	Title	Registration / Application Number	Registration / Filing Date
Midwest Composite Technologies, LLC	Tray for positioning an object within an imaging coil	11/680,551	February 28, 2007
Midwest Composite Technologies, LLC	Engine intake cover	29/251,658	January 11, 2006
Kemeera LLC	Systems and Methods for providing price quotes for 3D objects	14/217,134	March 17, 2014
Kemeera LLC	3D printing systems and methods for fabricating injection molds	14/217,155	March 17, 2014
Kemeera LLC	3D printed airtight insulated objects using fused deposition modeling	15/813,050	November 14, 2017


II. United States Patent Applications

Loan Party	Title	Application Number	Application Filing Date
Kemeera LLC	3D Printed Airtight Insulated Objects Using Fused Deposition Modeling	15/813,050	November 14, 2017
Kemeera LLC	Systems and Methods for creating 3D objects	16/392,862	April 24, 2019
Kemeera LLC	Systems and methods for providing price quotes for 3D objects	16/513,239	July 16, 2019
Kemeera LLC	Data Aggregation and Analytics for Digital Manufacturing	15/644,669	July 7, 2017
Kemeera LLC	3D Printed Injection Side of a Multi-Piece Mold with Internal Thermal Manifold	15/693,377	August 31, 2017

SCHEDULE II
TRADEMARKS

Schedule II to the
Patent and Trademark Security Agreement

I. United States Trademarks

Loan Party	Title	Registration / Application Number	Registration / Filing Date
Incodema, LLC	INCODEMA	3539925	December 2, 2008
ICO Mold, LLC	ICOMold	4337884	May 21, 2013
Kemeera LLC	SMARTQUOTE FATHOM and Design	4438673	November 26, 2013
Kemeera LLC		4461007	January 7, 2014

II. United States Trademark Applications

Loan Party	Title	Serial Number	Registration / Filing Date
Kemeera LLC	Digital Manufacturing Reimagined.	90656054	April 19, 2021
Kemeera LLC	MAKE THE UNMAKEABLE	90681141	April 29, 2021