

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VELO3D, INC.		05/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative and Collateral Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6267067	INTELLIGENT FUSION	
Registration Number:	5835225	SAPPHIRE	
Registration Number:	5633124	VELO	
Registration Number:	5633123	VELO3D	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1374301 TM B		
NAME OF SUBMITTER:	Daniel K. Ruiz		
SIGNATURE:	/Daniel K. Ruiz/		
DATE SIGNED:	05/17/2021		

OP \$115.00 6267067

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 14, 2021, by and between SILICON VALLEY BANK, a California corporation ("Bank") and VELO3D, 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 Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 any "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 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 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:

VELO3D, INC.

DocuSigned by:
By: William D. McCombe
Name: William D. McCombe
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Chelsea Hakso
Name: Chelsea Hakso
Title: Vice President

EXHIBIT A

Copyrights

None.

Exhibit A

TRADEMARK
REEL: 007295 FRAME: 0913

EXHIBIT B

Patents

<u>Country</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Patent No.</u>	<u>Patent Date</u>
United Kingdom	19-Jun-2015	2531625	2531625	25-Jul-2018
Mexico	19-Jun-2015		355451	18-Apr-2018
Canada	19-Jun-2015	2952633	2,952,633	06-Mar-2018
United Kingdom	19-Jun-2015	2546016	2546016	28-Nov-2018
Japan	19-Jun-2015	2017-532433	6316991	06-Apr-2018
Korea, Republic of	19-Jun-2015		1795994	02-Nov-2017
China (People's Republic)	19-Jun-2015	106488819 A	ZL201580032394.1	22-Jun-2018
European Patent Convention	27-Jun-2017	3263316	3263316	13-Feb-2019
Germany	27-Jun-2017	3263316	602017002122.9	13-Feb-2019
United States of America	21-Jun-2016	2016-0297007	9,573,225	21-Feb-2017
United States of America	19-Jun-2015	2015-0367447	9,254,535	09-Feb-2016
United States of America	05-Jan-2017	2017-0144254	10,195,693	05-Feb-2019
United States of America	19-Jun-2015	2015-0367446	9,399,256	26-Jul-2016
United States of America	17-Feb-2017	2017-0189963	10,507,549	17-Dec-2019
United States of America	19-Jun-2015	2015-0367417	9,403,235	02-Aug-2016
United States of America	19-Jun-2015	2015-0367416	9,821,411	21-Nov-2017
United States of America	30-Mar-2016	2016-0207109	9,586,290	07-Mar-2017
United States of America	11-Dec-2015	2016-0121399	9,573,193	21-Feb-2017
United States of America	21-Jun-2016	2016-0297006	10,493,564	03-Dec-2019
United States of America	19-Jun-2015	2015-0367419	9,486,878	08-Nov-2016
United States of America	19-Jun-2015	2015-0367448	9,346,127	24-May-2016
United States of America	18-Apr-2017	2017-0217095	10,357,957	23-Jul-2019
United States of America	31-Oct-2016	2017-0129052	10,065,270	04-Sep-2018
United States of America	31-Oct-2016	2017-0129184	9,662,840	30-May-2017
United States of America	31-Oct-2016	2017-0129185	9,676,145	13-Jun-2017
United States of America	09-Dec-2016	2017-0165752	10,207,454	19-Feb-2019
United States of America	09-Dec-2016	2017-0165753	10,183,330	22-Jan-2019
United States of America	09-Dec-2016	2017-0165754	10,286,603	14-May-2019
United States of America	09-Feb-2018	2018-0161875	10,058,920	28-Aug-2018
United States of America	09-Dec-2016	2017-0165792	9,962,767	08-May-2018
United States of America	19-Nov-2018	2019-0118263	10,688,722	23-Jun-2020
United States of America	09-Dec-2016	2017-0165751	10,071,422	11-Sep-2018
United States of America	16-Feb-2017	2017-0239892	10,434,573	08-Oct-2019
United States of America	16-Feb-2017	2017-0239752	10,252,335	09-Apr-2019
United States of America	16-Feb-2017	2017-0239721	9,919,360	20-Mar-2018
United States of America	16-Feb-2017	2017-0239720	9,931,697	03-Apr-2018
United States of America	27-Jun-2017	2018-0001556	10,252,336	09-Apr-2019
United States of America	27-Jun-2017	2018-0001557	10,286,452	14-May-2019
United States of America	27-Jun-2017	2018-0001553	10,259,044	16-Apr-2019
United States of America	03-Nov-2017	2018-0126649	10,661,341	26-May-2020
United States of America	03-Jan-2018	2018-0186067	10,611,092	07-Apr-2020
United States of America	01-Mar-2018	2018-0250772	10,315,252	11-Jun-2019
United States of America	01-Mar-2018	2018-0250746	10,442,003	15-Oct-2019
United States of America	01-Mar-2018	2018-0250774	10,369,629	06-Aug-2019
United States of America	01-Mar-2018	2018-0250775	10,357,829	23-Jul-2019
United States of America	01-Mar-2018	2018-0250773	10,888,925	12-Jan-2021
United States of America	27-Mar-2018	2018-0281236	10,449,696	22-Oct-2019
United States of America	27-Dec-2017		10,272,525	30-Apr-2019
United States of America	15-Jan-2018		10,144,176	04-Dec-2018

<u>Country</u>	<u>Filing Date</u>	<u>Publication No.</u>
European Patent Convention	17-Feb-2017	3208077
Patent Cooperation Treaty	26-May-2016	2016/196223
Patent Cooperation Treaty	27-May-2016	2016/196382
Patent Cooperation Treaty	12-Jul-2016	WO 2017/011456
Patent Cooperation Treaty	31-Oct-2016	WO 2017/079091
European Patent Convention	09-Dec-2016	3386662
Japan	09-Dec-2016	2019-507236
Patent Cooperation Treaty	16-Feb-2017	WO 2017/143077
Japan	16-Feb-2017	2019-513577
European Patent Convention	27-Jun-2017	3492244
United States of America	22-May-2019	2019-0291184
Patent Cooperation Treaty	28-Sep-2017	WO 2018/064349
Patent Cooperation Treaty	04-Dec-2017	WO 2018/106586
Patent Cooperation Treaty	03-Jan-2018	WO2018129089
Patent Cooperation Treaty	01-Mar-2018	WO 2018/160807
Patent Cooperation Treaty	22-Jan-2019	WO 2019/17300
Patent Cooperation Treaty	27-Mar-2019	2019/195062
Patent Cooperation Treaty	16-May-2019	WO 2019/226463
Patent Cooperation Treaty	28-Jun-2019	WO 2020/006468
Patent Cooperation Treaty	19-Jul-2019	WO 2020/033124
Patent Cooperation Treaty	04-Oct-2019	WO 2020/072986
Patent Cooperation Treaty	07-Jan-2020	WO 2020/146416
Patent Cooperation Treaty	17-Jul-2020	WO2021/021469
European Patent Convention	19-Jun-2015	3157696
European Patent Convention	11-Dec-2015	3229996
United States of America	02-Jul-2018	US 2018-0319150 A1
European Patent Convention	31-Oct-2016	3370948
United States of America	10-Jul-2018	US 2018-0326488 A1
China (People's Republic)	09-Dec-2018	108698126
United States of America	10-Jan-2019	US-2019-0143412-A1
China (People's Republic)	16-Feb-2017	108883575
United States of America	07-Nov-2018	US-2020-0139631-A1

EXHIBIT C

Trademarks

Country	Trademark	Class	Status	App. Date App. No.	Reg. Date Reg. No	Case No.	Next Deadline
Velo3D, Inc.							
China	SAPPHIRE	7, 40	Registered	Dec 24 2019 1515070	Nov6 2020 1515070	47264-TM6004.002	
China	VELO3D	7, 9,40	Registered	Dec 24 2019 1521492	Aug 5 2020 1521492	47264-TM6006.001	
EUTM	VELO	9, 40	Registered	Apr 11 2019 1474501	Dec 9 2019 1474501	47264-TM6001.001	11 Apr 2029 Next Renewal Due
EUTM	VELO3D	9, 40	Registered	Apr 11 2019 1469779	Nov 12 2019 1469779	47264-TM6002.001	11 Apr 2029 Next Renewal Due
Japan	INTELLIGENT FUSION	7, 9,40	Registered	Oct 25 2019 1518915	Oct 25 2019 1518915	47264-TM6003.001	
Japan	SAPPHIRE	7, 40	Pending	Oct 25 2019 1513296		47264-TM6007.001	18 Jun 2021 Office Action Deadline
Japan	VELO3D	9,40	Pending	Oct 25 2019 1501866		47264-TM6005.001	
Japan	VELO3D	7	Pending	Mar 22 2021 202134007		47264-TM2009	
United Kingdom	VELO	9, 40	Registered	Apr 11 2019 UK00801474501	Dec 9 2019 UK00801474501	47264-TM6001.001	11 Apr 2029 Next Renewal Due
United Kingdom	VELO3D	9, 40	Registered	Apr 11 2019 UK00801469779	Nov 12 2019 UK00801469779	47264-TM6002.001	11 Apr 2029 Next Renewal Due
United States of America	INTELLIGENT FUSION	40	Registered	May 29 2018 87939529	Feb 9 2021 6267067	47264-TM1008	09 Feb 2026 Review for Section 15 Affidavit
United States of America	SAPPHIRE	7, 40	Registered	Mar 2 2017 87355891	Aug 13 2019 5835225	47264-TM1005	13 Aug 2024 Review for Section 15 Affidavit
United States of America	VELO	9, 40	Registered	Oct 31 2014 86441961	Dec 18 2018 5633124	47264-TM1003	18 Dec 2023 Review for Section 15 Affidavit
United States of America	VELO3D	9, 40	Registered	Oct 31 2014 86441959	Dec 18 2018 5633123	47264-TM1001	18 Dec 2023 Review for Section 15 Affidavit
WIPO	INTELLIGENT FUSION	7, 9,40	Registered	Oct 25 2019 1518915	Oct 25 2019 1518915	47264-TM6003	25 Oct 2029 Next Renewal Due
WIPO	INTELLIGENT FUSION	7, 9, 40	Registered	Dec 24 2019 1516621	Dec 24 2019 1516621	47264-TM6008	24 Dec 2029 Next Renewal Due
WIPO	SAPPHIRE	7, 40	Registered	Oct 25 2019 1515070	Dec 24 2019 1515070	47264-TM6004	24 Dec 2029 Next Renewal Due
WIPO	SAPPHIRE	7, 40	Registered	Oct 25 2019 1513296	Oct 25 2019 1513296	47264-TM6007	25 Oct 2029 Next Renewal Due

WIPO	VELO	9, 40	Registered	Apr 11 2019 1474501	Apr 11 2019 1474501	47264-TM6001	11 Apr 2029 Next Renewal Due
WIPO	VELO3D	9, 40	Registered	Apr 11 2019 1469779	Apr 11 2019 1469779	47264-TM6002	11 Apr 2029 Next Renewal Due
WIPO	VELO3D	7, 9, 40	Registered	Oct 25 2019 1501866	Oct 25 2019 1501866	47264-TM6005	25 Oct 2029 Next Renewal Due
WIPO	VELO3D	7, 9, 40	Registered	Dec 24 2019 1521492	Dec 24 2019 1521492	47264-TM6006	24 Dec 2029 Next Renewal Due

EXHIBIT D

Mask Works

None.

Exhibit D