

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOVER INC.		05/27/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4813128	HOVER	
<b>Registration Number:</b>	6070867		
<b>Registration Number:</b>	6070868	HOVER	
<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@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1389555 TM IPSA Mezz D		
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi		
<b>SIGNATURE:</b>	/Diane Giacomozzi/		
<b>DATE SIGNED:</b>	05/28/2021		
<b>Total Attachments: 17</b>			

OP \$90.00 4813128

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 27, 2021, by and between (a) SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent") and (b) HOVER INC., a Delaware corporation with its principal place of business located at 539 Bryant Street, #302, San Francisco, California 94107 ("Grantor").

### RECITALS

A. Silicon Valley Bank and SVB Innovation Credit Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the "Lenders") 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 Mezzanine Loan and Security Agreement by and among the Lenders 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for ratable benefit of the Lenders, 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent and Lenders 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 in accordance with the Loan Agreement.

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:

HOVER INC.

By: DocuSigned by:  
*Yevgenia Fink*  
3343112B30274F4...

Name: Yevgenia Fink

Title: CFO

AGENT:

SILICON VALLEY BANK

By: DocuSigned by:  
*Tim Walsh*  
A75528E28D8E48C...

Name: Tim Walsh

Title: Director

EXHIBIT A

Copyrights

Description

Copyrights to all software, graphics, interfaces, libraries, research and other copyrightable elements of the Company's products and services authored by or assigned to the Company, and as expressed in third party platforms related to and executing the same.

Registration/  
Application  
Number

Copyright created and held by the Company are not registered with the Copyright Office.

Registration/  
Application  
Date

EXHIBIT B

## Patents

DescriptionRegistration/  
Application  
NumberRegistration/  
Application  
Date

<u>Docket No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Application No.</u>	<u>Status</u>	<u>Patent No.</u>
HOV002	11/05/08	Method and System for Geometry Extraction, 3D Visualization and Analysis Using Arbitrary Oblique Imagery	12/265,656	Issued	8,422,825
HOV002D1	4/08/13	A System and Method for Correlating Oblique Images to 3D Building Models	13/858,707	Issued	8,649,632
HOV002D2	1/27/14	Method of Generating Three-Dimensional (3D) Models Using Ground Based Oblique Imagery	14/164,508	Issued	9,430,871
HOV001	9/21/12	Three-Dimensional Map System	13/624,816	Issued	8,878,865
HOV003	6/12/14	Heat Maps for 3D Maps	14/303,361	Issued	9,836,881
HOV004	10/30/14	3D Building Model Construction Tools	13/874,435	Issued	9,330,504
HOV005	6/12/14	Computer Vision Database Platform for a Three-Dimensional	14/303,126	Issued	9,953,459



		Mapping System			
HOV005C1	4/23/18	Computer Vision Database Platform for a Three-Dimensional Mapping System	15/959,684	Issued	10,876,437
HOV005C2	11/13/20	Computer Vision Database Platform for a Three-Dimensional Mapping System	17/097,762	Pending	
HOV006	6/23/14	Generating 3D Building Models with Ground Level and Orthogonal Images	14/339,127	Issued	9,437,033
HOV006C1	9/02/16	Generating Multi-Dimensional Building Models with Ground Level Images	15/255,807	Issued	10,776,999
HOV006C2	8/19/19	Generating Multi-Dimensional Building Models with Ground Level Images	16/544,327	Issued	10,643,380
HOV006C3	3/27/20	Systems and Methods for Generating Planar Geometry	16/832,403	Issued	10,769,847
HOV006C4	8/11/20	Systems and Methods for Generating Three Dimensional Geometry	16/990,453	Pending	

HOV022 1	1/20/17	3D Building Analyzer	15/411,226	Issued	10,861,224
HOV022 1C1	8/20/20	3D Building Analyzer	16/998,564	Issued	10,902,672
HOV022 1C2	12/18/20	3D Building Analyzer	17/127,994	Pending	
HOV026	1/25/19	3D Building Model Materials Auto-Populator	16/257,491	Pending	
HOV007	7/24/14	Method and System for Displaying and Navigating Building Facades in a Three-Dimensional Mapping System	14/339,992	Issued	9,437,044
HOV007C1 1	9/29/17	Method and System for Displaying and Navigating an Optimal Multi-Dimensional Building Model	15/721,062	Issued	10,127,721
HOV007C1 1C1	11/09/18	Method and System for Displaying and Navigating Building Facades in a Three-Dimensional Mapping System	16/186,163	Issued	10,657,714
HOV007C1 1C2	4/14/20	Method and System for Displaying and Navigating Building Facades in a Three-Dimensional Mapping System	16/848,844	Issued	10,977,862

HOV007C1 1C3	3/16/21	Method and System for Displaying and Navigating an Optimal Multi-Dimensional Building Model	17/202,578	Pending	
HOV008USPCT	3/25/16	Estimating Dimensions of Geo-referenced Ground-Level Imagery using Orthogonal Imagery	15/025,132	Allowed	
HOV008USPCTC1	3/30/21	Estimating Dimensions of Geo-referenced Ground-Level Imagery using Orthogonal Imagery	17/217,959	Pending	
HOV009	1/30/15	Scale Error Correction in a Multi-Dimensional Model	14/610,850	Issued	9,478,031
HOV009C1	10/24/16	Scale Error Correction in a Multi-Dimensional Model	15/332,481	Issued	9,830,742
HOV009 1	1/06/17	Scale Error Correction in a Geo-referenced Three-Dimensional (3D) Model	15/400,718	Issued	9,830,681
HOV009 1C1	11/20/17	Multi-Dimensional Model Dimensioning and Scale Error Correction	15/817,620	Issued	10,475,156
HOV009 1C2	11/20/17	Multi-Dimensional Model Dimensioning and Scale Error	15/817,755	Issued	10,297,007

		Correction			
HOV009 1C3	2/20/19	Multi-Dimensional Model Dimensioning and Scale Error Correction	16/280,169	Issued	10,453,177
HOV009 1C4	8/12/19	Multi-Dimensional Model Dimensioning and Scale Error Correction	16/538,386	Issued	10,515,434
HOV009 1C5	9/23/19	Multi-Dimensional Model Dimensioning and Scale Error Correction	16/578,964	Allowed	
HOV009 1C6	4/10/20	Multi-Dimensional Model Dimensioning and Scale Error Correction	16/846,260	Allowed	
HOV010	6/24/15	Building Material Classifications from Imagery	14/749,513	Issued	9,805,451
HOV016	5/27/16	Graphical Overlay Guide for Interface	15/166,587	Issued	9,934,608
HOV016 1	4/02/18	Real-time Processing of Captured Building Imagery	15/942,733	Issued	10,410,412
HOV016 1C1	8/29/19	Real-time Processing of Captured Building Imagery	16/555,070	Issued	10,713,842
HOV016 1C2	11/13/19	Real-time Processing of Captured	16/683,168	Allowed	

		Building Imagery			
HOV016 1C3	3/10/21	Real-time Processing of Captured Building Imagery	17/197,924	Pending	
HOV016 2	4/02/18	Image Capture for a Multi-Dimensional Building Model	15/942,786	Issued	10,410,413
HOV016 2C1	8/20/19	Image Capture for a Multi-Dimensional Building Model	16/545,067	Issued	10,803,658
HOV016 2C2	9/4/20	Image Capture for a Multi-Dimensional Building Model	17/012,835	Pending	
HOV018	11/10/16	Directed Image Capture	15/348,038	Issued	10,038,838
HOV018C1	7/20/18	Directed Image Capture	16/040,663	Issued	10,681,264
HOV018C2	4/30/20	Directed Image Capture	16/864,115	Pending	
HOV018.1 1	3/31/17	Directed Image Capture	15/475,932	Issued	10,178,303
HOV017	1/29/16	Scaling in a Multi-Dimensional Building Model	15/011,126	Issued	10,133,830
HOVER.002A	1/11/17	Automated Guide for Image Capturing for 3D Model Creation	15/404,044	Issued	10,382,673
HOVER.002C1	6/24/19	Automated Guide for Image Capturing for 3D Model Creation	16/450,717	Issued	10,805,525
HOVER.002C2	9/2/20	Automated Guide for Image	17/010,625	Pending	

		Capturing for 3D Model Creation			
HOVER.003A	8/31/17	Method for Generating Roof Outlines from Lateral Images	15/693,347	Issued	10,460,465
HOVER.003C1	7/12/19	Method for Generating Roof Outlines from Lateral Images	16/510,728	Issued	10,970,869
HOVER.003C2	2/24/21	Method for Generating Roof Outlines from Lateral Images	17/184,305	Pending	
HOVER.004A	9/11/17	Trained Machine Learning Model for Estimating Structure Feature Measurements	15/701,321	Pending	
HOVER.005A	12/14/18	Generating and Validating a Virtual 3D Representation of a Real-World Structure	16/220,900	Pending	
HOVER.005WO	11/25/19	Generating and Validating a Virtual 3D Representation of a Real-World Structure	PCT/US19/63092	Active	
HOV024	4/10/19	Thresholds for Change Identification When Comparing Imagery	16/388,962	Pending	
105582-1183091-000100US	7/08/20	Systems and Methods for Querying Three-Dimensional (3D) Models Using Descriptors	63/050,002	Pending	

105582-1201448-000400US	7/9/20	Structure Modification Detection Using Descriptor-based Querying and Deep Learning	16/926,442	Pending	
HOVER.006PR4	8/25/20	Direct Conversion of Segmentation Mask to Rendered Image	63/070,165	Pending	
HOVER.006WO	8/27/20	Image Analysis	PCT/US20/48263	Active	
124654-5004PR	8/18/20	Interactive Path Tracing on the Web	63/067,249	Pending	
124654-5001US	10/9/20	Interactive Path Tracing on the Web	17/067,512	Pending	
124654-5001WO	10/10/20	Interactive Path Tracing on the Web	PCT/US20/55261	Active	
105582-1211116-000510US	11/10/19	Systems and Methods for Selective 3D Compositing	17/094,311	Pending	
105582-1211116-000510WO	11/10/19	Systems and Methods for Selective 3D Compositing	PCT/US20/59809	Active	
124654-5005PR	12/9/20	3D Reconstruction Using Augmented Reality Frameworks	63/123,379	Pending	
124654-5005US	12/10/20	3D Reconstruction Using Augmented Reality Frameworks	17/118,370	Pending	

124654-5005WO	12/11/20	3D Reconstruction Using Augmented Reality Frameworks	PCT/US20/64650	Active	
HI004P2	4/23/20	Systems and Methods for Training Image Generation	63/014,248	Pending	
HI004P3	7/30/20	Systems and Methods for Image Capture	63/059,093	Pending	
HI004P4	1/22/21	Systems and Methods for Image Capture	63/140,716	Pending	
105582-1216005-000610US	1/29/21	Techniques for Enhanced Image Capture Using a Computer-Vision Network	17/163,043	Pending	
000610PCWO	1/29/21	Techniques for Enhanced Image Capture Using a Computer-Vision Network	PCT/US21/15850	Active	
105582-1216005-000620US	1/29/21	Techniques for Enhanced Image Capture Using a Computer-Vision Network	17/163,105	Pending	
HI004P5	3/4/21	Systems and Methods for Training Image Generation	63/156,871	Pending	
HI005P1	5/26/20	Systems and Methods for Image Capture	63/029,792	Pending	
HI005P2	3/22/21	Systems and Methods for Image Capture	63/164,449	Pending	
105582-1193214-000300US	7/09/20	Systems and Methods for Image Reconstruction	63/049,799	Pending	



HI007-2	1/28/21	Systems and Methods in Processing Imagery	63/142,802	Pending	
HI006	8/26/20	Systems and Methods for Automated Pitch Determination	63/070,816	Pending	
HI007-1	1/28/21	Systems and Methods in Processing Imagery	63/142,795	Pending	
HI007-3	1/28/21	Systems and Methods in Processing Imagery	63/142,809	Pending	
HI007-4	1/28/21	Systems and Methods in Processing Imagery	63/142,816	Pending	
HI007-5	1/28/21	Systems and Methods in Processing Imagery	63/142,998	Pending	

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
United States – word mark “Hover”	4,813,128	1/19/12
United States – design mark in logo	6,070,867	5/29/19
United States – combined word and design mark	6,070,868	5/29/19
Australia – word mark “HOVER”	2017040	6/19/19
Australia – design mark in logo	IR 1508628	11/27/19
Australia – combined word and design mark	IR 1508743	11/27/19
Canada - word mark “HOVER”	1971839	6/19/19
Canada – design mark in logo	IR 1508628	11/27/19
Canada – combined word and design mark	IR 1508743	11/27/19
European Union - word mark “HOVER”	018083192	6/19/19
European Union – design mark in logo	IR 1508628	11/27/19
European Union – combined word and design mark	IR 1508743	11/27/19
United Kingdom - word mark “HOVER”	UK00003407862	6/19/19
United Kingdom – design mark in logo	IR 1508628	11/27/19
United Kingdom – combined word and design mark	IR 1508743	11/27/19

EXHIBIT D

Mask Works

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