

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIPS TECH, LLC		06/11/2021	Limited Liability Company: DELAWARE
WAVE COMPUTING, INC.		06/11/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL FINANCE ADMINISTRATION, LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3928894	MICROMIPS
Registration Number:	3255604	MIPS
Registration Number:	1734429	MIPS
Registration Number:	1493963	MIPS
Registration Number:	2896003	MIPS
Registration Number:	2800581	MIPS32
Registration Number:	2883124	MIPS32
Registration Number:	2968237	MIPS64
Registration Number:	2764564	MIPS64
Registration Number:	5402116	WAVE COMPUTING
Registration Number:	4913985	WAVE SEMI

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

TRADEMARK

Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 48940.2

NAME OF SUBMITTER: Victor Santos

SIGNATURE: /Victor Santos/

DATE SIGNED: 06/14/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 11, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by MIPS TECH, LLC, a Delaware limited liability company (“**Borrower**”) and WAVE COMPUTING, INC., a Delaware corporation (“**Holdings**” and together with Borrower, the “**Grantors**” and each a “**Grantor**”) in favor of CAPITAL FINANCE ADMINISTRATION, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Guarantee and Collateral Agreement and the Credit Agreement (as defined in the Guarantee and Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, company names, logos, designs, business names, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office), including the registrations and applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States,

and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by such Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Guarantee and Collateral Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION

Each of the Grantors hereby authorizes and requests that the USPTO record this Agreement. Each of the Grantors agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the

termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

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

MIPS TECH, LLC, as a Grantor

DocuSigned by:
By: Desi Banatao
Name: Desi Banatao
Title: Chief Executive Officer,
President, Secretary and Treasurer

WAVE COMPUTING, INC., as a Grantor

DocuSigned by:
By: Desi Banatao

Name: Desi Banatao
Title: Chief Executive Officer,
President, Secretary and Treasurer

Acknowledged and Agreed:

CAPITAL FINANCE ADMINISTRATION, LLC,
as Administrative Agent

By: 
Name: Jung Choi
Title: Chief Financial Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Mark	Owner/Applicant	Registration No.	Registration Date
MICROMIPS	MIPS Tech, LLC	3928894	3/8/2011
MIPS	MIPS Tech, LLC	3255604	6/26/2007
MIPS	MIPS Tech, LLC	1734429	11/24/1992
MIPS	MIPS Tech, LLC	1493963	6/28/1988
MIPS	MIPS Tech, LLC	2896003	10/19/2004
MIPS32	MIPS Tech, LLC	2800581	12/30/2003
MIPS32	MIPS Tech, LLC	2883124	9/7/2004
MIPS64	MIPS Tech, LLC	2968237	7/12/2005
MIPS64	MIPS Tech, LLC	2764564	9/16/2003
WAVE COMPUTING	Wave Computing, Inc.	5402116	2/13/2018
WAVE SEMI (and Design)	Wave Computing, Inc.	4913985	3/8/2016

Schedule A - 1

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