

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VIII, INC.		06/15/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	H. BARTON CO-INVEST FUND II, LLC		
Street Address:	135 MAIN STREET, SUITE 850		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86496520	STANZA	
Serial Number:	86803848	POWERING CALENDAR EVERYWHERE	
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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	320591-100		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	06/17/2021		
Total Attachments: 16			
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**ASSIGNMENT AND ASSUMPTION
OF
LOAN DOCUMENTS**

This Assignment and Assumption of Loan Documents ("Assignment") is made as of June 15, 2021, between H. BARTON CO-INVEST FUND II, LLC, a Delaware limited liability company (the "Buyer"), and VENTURE LENDING & LEASING VIII, INC., a Maryland corporation ("Seller").

Recitals

A. Buyer and Seller are parties to that certain Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase, accept and assume, all of Seller's right, title and interest in and to certain secured indebtedness of SpotOn Computing, Inc., a Delaware corporation d/b/a Stanza ("Borrower"), held by Seller under that certain Loan and Security Agreement and Supplement thereto, both dated as of November 20, 2017 (as the same have been amended, restated, supplemented and modified from time to time, collectively, the "Loan Agreement"), including (i) the term loan promissory notes made by Borrower (as the same have been amended, restated, supplemented and modified from time to time, the "Term Loan Notes") payable to Seller to evidence the loans advanced to Borrower by Seller under the Loan Agreement and (ii) each of the other VLL Loan Documents (as defined in the Purchase Agreement). All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the Loan Agreement and the Purchase Agreement, as the context requires.

B. Pursuant to Section 6 of the Purchase Agreement, Seller has agreed, subject to the conditions precedent set forth therein, to endorse the Term Loan Notes to Buyer, subject to the terms of the Purchase Agreement, without recourse to Seller, and to assign to Buyer all of Seller's rights under the VLL Loan Documents to which it is a party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, transfers and assigns to Buyer all of Seller's right, title and interest forever, free and clear of all liens, charges or encumbrances created by or through Seller, in and under the VLL Loan Documents to which Seller is a party, as the same are more particularly described on Exhibit "A" attached hereto and made a part hereof, and Seller hereby delegates, transfers and conveys to Buyer and its assigns all of Seller's rights, duties and obligations arising thereunder on or after the date hereof.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Buyer, for itself and its assigns, hereby accepts the assignment and delegation to it by Seller of Seller's right, title and interest in, and Seller's duties and obligations under, the VLL Loan Documents first arising thereunder on or after the date hereof.

3. Seller hereby appoints Buyer the true and lawful attorney of Seller with full power of substitution in the name of Buyer or in the name of Seller but for the benefit and at the expense of Buyer to take all actions which Buyer may deem proper in order to provide for Buyer the benefits under the VLL Loan Documents, including preparing and filing amendments to financing statements and other lien perfection filings or recordings.

4. This Assignment and Assumption of Loan Documents is executed pursuant to, and is subject to the terms of, the Purchase Agreement. In the event of any conflict between this Assignment and Assumption of Loan Documents and the Purchase Agreement, the Purchase Agreement shall control. This Assignment and Assumption of Loan Documents shall be effective simultaneously with the effectiveness of all transaction documents being executed in connection with the Purchase Agreement. This Assignment and Assumption of Loan Documents may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment and Assumption of Loan Documents may be executed by electronic signatures.

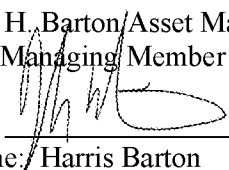
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Loan Documents on the dates set forth below, and it shall be effective as of the later of such dates.

BUYER:

H. BARTON CO-INVEST FUND II, LLC

By: H. Barton/Asset Management, LLC
Its: Managing Member

By:  _____
Name: Harris Barton
Title: Managing Member

Date: June 14, 2021

SELLER:

VENTURE LENDING & LEASING VIII, INC.

By: _____
Name: _____
Title: _____

Date: _____, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Loan Documents on the dates set forth below, and it shall be effective as of the later of such dates.

BUYER:

H. BARTON CO-INVEST FUND II, LLC

By: H. Barton Asset Management, LLC
Its: Managing Member

By: _____

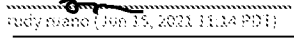
Name: Harris Barton

Title: Managing Member

Date: _____, 2021

SELLER:

VENTURE LENDING & LEASING VIII, INC.

By:  _____
rodolfo ruano (Jun 15, 2021 11:33 PM)

Name: Rodolfo Ruano

Title: Vice President

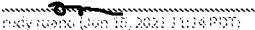
Date: June 15, 2021

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, the holder of (i) that certain Warrant to Purchase Shares of Stock of Borrower issued on November 20, 2017 (as the same has been amended, restated, supplemented and modified from time to time, the “2017 Warrant”), and (ii) that certain Warrant to Purchase Shares of New Preferred Stock of Borrower issued on November, 27, 2019 (as the same has been amended, restated, supplemented and modified from time to time, the “2019 Warrant” and collectively with the 2017 Warrant, the “Warrants”), hereby sells, assigns and transfers all of the rights of the undersigned under the aforementioned Warrants unto the Buyer.

VENTURE LENDING & LEASING VIII, LLC,
a Delaware limited liability company

By: Westech Investment Advisors LLC
Its: Managing Member


By: 
Name: Rodolfo Ruano
Title: Vice President

Date: June 15, 2021

CONSENT OF BORROWER

The foregoing assignments are acknowledged and consented to by the undersigned.

SPOTON COMPUTING, INC.

By: 

Name: Smita Saxena

Title: CEO

Date: June 14, 2021

Exhibit "A"

- Loan and Security Agreement and Supplement thereto, both dated as of November 20, 2017, as amended by that certain Amendment No. 1 to Loan Documents, dated as of November 27, 2019 (as the same have been amended, restated, supplemented and modified from time to time, collectively, the "Loan Agreement"), between Borrower and Seller
- Intellectual Property Security Agreement, dated as of November 20, 2017, between Borrower and Seller
- The UCC-1 Financing Statement (as amended) filed in connection with the Loan Agreement
- Promissory Note No. 8274-001 dated November 24, 2017, in the original principal amount of \$1,500,000 issued to Seller
- Promissory Note No. 8274-002 dated April 12, 2018, in the original principal amount of \$500,000 issued to Seller
- All subordination agreements executed in connection with the Loan Agreement
- Each of the other Security Documents (as defined in the Loan Agreement)
- Warrant to Purchase Shares of Stock of Borrower issued to Venture Lending & Leasing VIII, LLC on November 20, 2017
- Warrant to Purchase Shares of New Preferred Stock of Borrower issued to Venture Lending & Leasing VIII, LLC on November, 27, 2019

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 20, 2017, by and between SPOTON COMPUTING, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VIII, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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 "Collateral" shall not include: (a) "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 or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any material part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, (i) listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademark, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent registrable and not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), in each case, except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an

Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to a responsible officer of Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

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

Address of Grantor:

209 9th Street, 3rd Fl.
San Francisco, CA 94103

GRANTOR:

SPOTON COMPUTING, INC.

By: _____

Name: Smits Saxena

Its: President

Address of Secured Party:

104 La Mesa Drive, Suite 102
Ponola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: _____

Name: _____

Its: _____

[Signature page to Intellectual Property Security Agreement]

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

Address of Grantor:

.....
.....

GRANTOR:

SPOTON COMPUTING, INC.

By:

Name:

Its:

Address of Secured Party:

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: 

Name: David Wanck

Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
STANZA	86496520	1/6/2015
POWERING CALENDAR EVERYWHERE	86803848	11/22/2016