

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniquify, Inc.		06/30/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Newlight Capital LLC, as Servicer		
Street Address:	525 Middlefield Road, Suite 250		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4619634	UNIQUIFY	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	06/30/2021		
Total Attachments: 10			
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by **UNIQIFY, INC.**, a California corporation (“Grantor”), and dated as of June 30, 2021, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of June 30, 2021 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantor’s pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, to the extent 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 (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantor shall promptly give Servicer not less than fifteen (15) days prior written notice of any such creation or acquisition. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

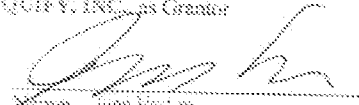
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a “pdf” file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

UNIQUIFY, INC., as Grantor

By:



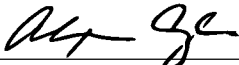
Name Jing Ho Lee

Title Chief Executive Officer

[Signature Page to Short Form IP Agreement]

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By: 
Name: Alexis Coyle
Title: Sr. Managing Director

[Signature Page to Short Form IP Agreement]

TRADEMARK
REEL: 007340 FRAME: 0570

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents & Patent Applications

Grantor	Application/Publication	Publication	Title	Patent Number
	Number	Date		
UNIQIFY, INC.	2009-0307521	12/10/2009	DDR MEMORY CONTROLLER	7,975,164
UNIQIFY, INC.	2011-0258475	10/20/2011	DYNAMICALLY CALIBRATED DDR MEMORY CONTROLLER	8,661,285
UNIQIFY, INC.	2014-0013149	1/9/2014	DYNAMICALLY CALIBRATED DDR MEMORY CONTROLLER	8,843,778
UNIQIFY, INC.	2014-0266349	9/18/2014	METHOD FOR OPERATING A CIRCUIT INCLUDING A TIMING CALIBRATION FUNCTION	8,941,423
UNIQIFY, INC.	2014-0266348	9/18/2014	METHOD FOR OPERATING A DATA INTERFACE CIRCUIT WHERE A CALIBRATION CONTROLLER CONTROLS BOTH A MISSION PATH AND A REFERENCE PATH	8,941,422
UNIQIFY, INC.	2014-0266347	9/18/2014	CONTINUOUS ADAPTIVE TRAINING FOR DATA INTERFACE TIMING CALIBRATION	8,947,140
UNIQIFY, INC.	2014-0075236	3/13/2014	MEMORY INTERFACE CIRCUITS INCLUDING CALIBRATION FOR CAS LATENCY COMPENSATION IN A PLURALITY OF BYTE LANES	8,990,607
UNIQIFY, INC.	2014-0075146	3/13/2014	METHODS FOR OPERATING A MEMORY INTERFACE CIRCUIT INCLUDING CALIBRATION FOR CAS LATENCY COMPENSATION IN A PLURALITY OF BYTE LANES	9,021,293
UNIQIFY, INC.	2014-0129791	5/8/2014	Method of Application Memory Preservation for	9,075,543

			Dynamic Calibration of Memory Interfaces	
UNIQIFY, INC.	2014-0129870	5/8/2014	Application Memory Preservation for Dynamic Calibration of Memory Interfaces	9,081,516
UNIQIFY, INC.	2014-0281198	9/18/2014	DATA INTERFACE CIRCUIT FOR CAPTURING RECEIVED DATA BITS INCLUDING CONTINUOUS CALIBRATION	9,100,027
UNIQIFY, INC.	2014-0281666	9/18/2014	METHODS FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY INCREMENTAL SAMPLING, JITTER DETECTION, AND EXCEPTION HANDLING	9,300,443
UNIQIFY, INC.	2016-0006423	1/7/2016	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	9,425,778
UNIQIFY, INC.	2016-0035409	2/4/2016	Multiple Gating Modes and Half-Frequency Dynamic Calibration for DDR Memory Controllers	9,431,091
UNIQIFY, INC.	2015-0302905	10/22/2015	METHODS FOR CALIBRATING A READ DATA PATH FOR A MEMORY INTERFACE	9,552,853
UNIQIFY, INC.	2016-0254903	9/1/2016	CIRCUIT FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY INCREMENTAL SAMPLING, JITTER DETECTION, AND EXCEPTION HANDLING	9,584,309
UNIQIFY, INC.	2016-0365135	12/15/2016	Multiple Gating Modes and Half-Frequency Dynamic Calibration for DDR Memory Controllers	9,805,784
UNIQIFY, INC.	2017-0075837	3/16/2017	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	9,898,433
UNIQIFY, INC.	2018-0211699	7/26/2018	METHOD FOR CALIBRATING CAPTURING READ DATA IN A READ DATA PATH FOR A DDR MEMORY INTERFACE CIRCUIT	10,032,502
UNIQIFY, INC.	2018-0033477	2/1/2018	METHOD FOR CALIBRATING CAPTURING READ DATA IN A READ DATA PATH	10,229,729

			FOR A DDR MEMORY INTERFACE CIRCUIT	
UNIQIFY, INC.	2018-0277195	9/27/2018	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	10,242,730
UNIQIFY, INC.	2018-0336942	11/22/2018	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	10,269,408
UNIQIFY, INC.	2019-0206479	7/4/2019	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD (Continuation of application No. 16/049,693 filed on 7/30/2018)	10,586,585
UNIQIFY, INC.	2020-0020381	1/16/2020	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD (Continuation of application No. 16/296,025 filed on 3/7/2019)	10,734,061
UNIQIFY, INC.	Provisional Application	N/A	SYSTEMS AND METHODS INVOLVING ARTIFICIAL INTELLIGENCE AND CLOUD TECHNOOGY FOR EDGE AND SERVER SOC	63/184,630
UNIQIFY, INC.	Provisional Application	NA	SYSTEMS AND METHODS INVOLVING ARTIFICIAL INTELLIGENCE AND CLOUD TECHNOOGY FOR EDGE AND SERVER SOC	63/184,576
UNIQIFY, INC.	2020-0321044	10/08/20020	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	16/909,871
UNIQIFY, INC.	61777648	3/12/2013	CONTINUOUS ADAPTIVE TRAINING FOR DATA INTERFACE TIMING CALIBRATION	Naturally Expired as of 3/12/2014
UNIQIFY, INC.	PCT/US14/24818	10/9/2014	CONTINUOUS ADAPTIVE TRAINING FOR DATA INTERFACE TIMING CALIBRATION	2014/165214
UNIQIFY, INC.	2018-0121382	5/3/2018	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	15/853568
UNIQIFY, INC.	2019-0286591	9/19/2019	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	16/254436

UNIQUIFY, INC.	17/074403	10/9/2020	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	Patent Not Published
UNIQUIFY, INC.	2014-0281662	9/18/2014	DYNAMICALLY ADAPTIVE BIT-LEVELING FOR DATA INTERFACES	13/797200
UNIQUIFY, INC.	62/063,136	10/13/2014	HALF-FREQUENCY DYNAMIC CALIBRATION FOR DDR MEMORY CONTROLLERS	Patent Not Published
UNIQUIFY, INC.	2014-0372787	12/18/2014	METHODS FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY SWEEP SAMPLING WITH AUTOMATIC JITTER AVOIDANCE	14/273,455
UNIQUIFY, INC.	2015-0006980	1/1/2015	CIRCUITS FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY SWEEP SAMPLING WITH AUTOMATIC JITTER AVOIDANCE	14/273,438

Trademark Registrations & Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Uniquify, Inc.	USA	Uniquify	86038888	15-Aug-13	4619634	14-Oct-14

Copyright Registrations & Copyright Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Copyright</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
N/A.						

Licenses

<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
AnaGlobe	Taiwan	Thunder XE
Cadence Design Systems	USA, California	eDAcard
Cliosoft, Inc.	USA, California	SOS Virtuoso EE
Mentor Graphics Corporation (SIEMENS)	USA, Oregon	Continental II Float

Synopsys Int'l Limited	USA, California	F360-0 non-IP FSA SW
ZAG Technology Services	USA, California	Microsoft Exchange Server