

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zendrive, Inc.		07/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trinity Capital Inc.		
<b>Street Address:</b>	1 N 1st Street, Floor 3		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5086934	ZENDRIVE	
<b>Registration Number:</b>	6218446	ZENDRIVE	
<b>Registration Number:</b>	6218440		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058488-0062		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	07/16/2021		
<b>Total Attachments: 11</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of July 16, 2021, is made by ZENDRIVE, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain subsidiaries of Grantor and Lender, dated as of the date hereof (as amended, restated, amended and restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property to the extent constituting Collateral (as defined in the Loan Agreement) (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, re-examination certificates, utility models, 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, 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.

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 Lender.

Grantor hereby authorizes Lender 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.

3. 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 Lender 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of 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:**

**ZENDRIVE, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
DocuSigned by:  
A9F49CD922714E4...

Name: Jonathan Matus

Title: President and Chief Executive Officer

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.

**LENDER:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

DocuSigned by:  
By: Sarah Stanton  
1846B5639493453...  
Name: Sarah Stanton  
Title: General Counsel and Secretary

**EXHIBIT A**

**COPYRIGHTS**

None.

**EXHIBIT B**

**PATENTS**

(See Attached)






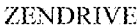




Docket	Type	Status	Filing Date	Application No.	Publication No.	Patent No.
P01	PRV	Advanced	12-Mar-2013	61/778,199		
P01	PRV2	Advanced	10-Dec-2013	61/914,182		
P01	US	Issued	10-Dec-2014	14/566,408	US-2015-0161538-A1	9,996,811
P05	PRV	Advanced	20-Aug-2015	62/207,461		
P05	US	Issued	22-Aug-2016	15/243,513	US-2017-0052028-A1	9,733,089
P05	US2	Issued	18-Jul-2017	15/652,558	US-2017-0314929-A1	10,209,077
P05	US3	Allowed	4-Jan-2019	16/240,183	US-2019-0137275-A1	
P05	PCT	Advanced	22-Aug-2016	PCT/US16/48053	WO2017031498	
P05	CN	Published	22-Aug-2016	201680061393.4	CN 108139456 A	
P05	EP	Published	22-Aug-2016	16837957.6	EP3338105	
P05	JP	Issued	22-Aug-2016	2018-506604	2018-525632	6676147
P06	PRV	Advanced	20-Aug-2015	62/207,468		
P06	US	Issued	22-Aug-2016	15/243,565	US-2017-0053461-A1	9,818,239
P06	US2	Issued	2-May-2017	15/584,375	US-2017-0232963-A1	9,994,218
P06	US3	Issued	20-Apr-2017	15/492,287	US-2017-0221283-A1	10,279,804
P06	US4	Issued	9-Oct-2017	15/727,972	US-2018-0033220-A1	10,137,889
P06	US5	Issued	8-Mar-2019	16/297,178	US-2019-0202448-A1	10,848,913
P06	US6	Published	15-Oct-2020	17/071,905	US-2021-0044928-A1	
P07	PRV	Advanced	12-Sep-2016	62/393,308		
P07	US	Issued	12-Sep-2017	15/702,601	US-2018-0077538-A1	9,955,319
P07	US2	Issued	14-Mar-2018	15/921,152	US-2018-0206090-A1	10,631,147
P07	US3	Published	10-Mar-2020	16/814,444	US-2020-0213825-A1	
P08	PRV	Advanced	9-Dec-2016	62/431,949		
P08	US	Issued	7-Dec-2017	15/835,284	US-2018-0164825-A1	10,012,993
P08	US2	Issued	5-Jun-2018	16/000,675	US-2018-0292835-A1	10,678,250
P08	US3	Published	29-Apr-2020	16/861,723	US-2020-0257300-A1	
P09	US	Issued	9-Jan-2017	15/401,761	US-2017-0142556-A1	10,154,382
P09	US2	Allowed	5-Nov-2018	16/180,681	US-2019-0075435-A1	
P10	PRV	Advanced	28-Jun-2017	62/526,108		
P10	US	Published	28-Jun-2018	16/022,120	US-2019-0005412-A1	
P11	PRV	Advanced	28-Jun-2017	62/526,113		
P11	US	Issued	28-Jun-2018	16/022,184	US-2019-0005812-A1	10,304,329
P11	US2	Allowed	17-Apr-2019	16/387,319	US-2019-0244516-A1	
P13	PRV	Advanced	20-Oct-2017	62/575,126		
P13	US	Issued	22-Oct-2018	16/166,895	US 2019-0122543 A1	10,559,196
P13	US2	Published	17-Dec-2019	16/716,915	US-2020-0126409-A1	
P13	PCT	Advanced	22-Oct-2018	PCT/US18/56916	WO 2019/079807	

P13	EP	Pending	22-Oct-2018	18868255.3	EP3698340	
P14	cPRV	Advanced	27-Nov-2017	62/590,945		
P14	PRV2	Advanced	1-Jun-2018	62/679,497		
P14	US	Issued	27-Nov-2018	16/201,955		10,278,039
P14	US2	Allowed	8-Mar-2019	16/297,268	US-2019-0208384-A1	
P14	PCT	Advanced	27-Nov-2018	PCT/US18/62665	WO 2019/104348	
P14	EP	Pending	27-Nov-2018	18881716.7	EP3717996	
P15	PRV	Advanced	22-Jan-2020	62/964,559		
P15	US	Issued	22-Jan-2021	17/155,939		10,997,800
P15	US2	Pending	5-Apr-2021	17/222,406		
P16	cPRV2	Advanced	14-Jul-2020	63/051,593		
P16	PRV	Advanced	3-Dec-2019	62/942,907		
P16	US	Pending	3-Dec-2020	17/111,299		
P16	PCT	Pending	3-Dec-2020	PCT/US20/63060		
P17	US	Pending	2-Dec-2019	16/700,991		

**EXHIBIT C**

**TRADEMARKS**

(See Attached)

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Classes</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
ZENDRIVE		United States of America	09 Int.	Registered	86044584	21-Aug-2013	14-Jan-2014	5086934	22-Nov-2016	Zendrive, Inc.
ZENDRIVE		United States of America	09 Int., 35 Int., 42 Int., 45 Int.	Registered	88810030	25-Feb-2020	23-Jun-2020	6218446	08-Dec-2020	Zendrive, Inc.
ZENDRIVE		Canada	09 Int., 35 Int., 42 Int., 45 Int.	Pending	2014609	27-Feb-2020				Zendrive, Inc.
ZENDRIVE Logo		United States of America	09 Int., 35 Int., 42 Int., 45 Int.	Registered	88805388	21-Feb-2020	23-Jun-2020	6218440	08-Dec-2020	Zendrive, Inc.
ZENDRIVE Logo		Canada	09 Int., 35 Int., 42 Int., 45 Int.	Pending	2014608	27-Feb-2020				Zendrive, Inc.
ZENRIDE		United States of America	09 Int.	Published	90111427	13-Aug-2020	19-Jan-2021			Zendrive, Inc.

**EXHIBIT D**

**MASK WORKS**

None.