

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KESPRY, INC.		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5067158	DRONES AT WORK	
Registration Number:	4996436	KESPRY	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1462546 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	09/01/2021		
Total Attachments: 8			
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source=2223275_-_Intellectual_Property_Security_Agreement_-_Kespry_-_5_-_NEW_YORK.DOC#page7.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of August 31, 2021, by and between SILICON VALLEY BANK, a California corporation (“Bank”) and KESPRY, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank 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 that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of dated as of April 28, 2017, as amended by a certain First Amendment to Amended and Restated Loan and Security Agreement dated as of June 20, 2017, as amended by a certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of November 27, 2017, and as amended by a certain Deferral Agreement dated as of April 1, 2020, and as amended by a certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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.

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:

KESPRY, INC.

DocuSigned by:
Krishnan Hariharan
By: _____
F569BBDB05AF406...

Name: Krishnan Hariharan

Title: President and Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Bellet Eliasnia
By: _____
1F7022D6829741C...

Name: Bellet Eliasnia

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

GRANTOR	TITLE	FILING DATE	APPLICATION NUMBER	GRANT DATE	PATENT NUMBER
Kespry Inc.	System and Methods for Unmanned Aerial Vehicle Landing	Oct 21, 2014	15/030,808	Nov 13, 2018	10,124,908
Kespry Inc.	System and Methods for Execution of Recovery Actions on an Unmanned Aerial Vehicle	Apr 22, 2015	14/693,734	Apr 10, 2018	9,938,008
Kespry Inc.	Unmanned Aerial Vehicle Recovery System	May 28, 2015	14/723,897	Aug 28, 2018	10,059,459
Kespry Inc.	Aerial Vehicle Data Communication System	Jun 10, 2015	14/735,747	Dec 5, 2017	9,836,047
Kespry Inc.	Enhanced Distance Detection System	Sep 24, 2015	14/864,508	Mar 14, 2017	9,594,381
Kespry Inc.	Topology-Based Data Gathering	Nov 23, 2016	15/360,681	Aug 28, 2018	10,060,741
Kespry Inc.	Autonomous Mission Action Alteration	Nov 23, 2016	15/360,870	Nov 13, 2018	10,126,126
Kespry Inc.	Aerial Vehicle Inspection Path Planning	Nov 1, 2017	15/800,898		
Kespry Inc.	System and Methods for Execution of Recovery Actions on an Unmanned Aerial Vehicle	Apr 10, 2018	15/949,857		
Kespry Inc.	Autonomous Mission Action Alteration	Aug 7, 2018	16/056,911	Jan 21, 2020	10,540,901
Kespry Inc.	Unmanned Aerial Vehicle Recovery System	Aug 9, 2018	16/100,067		
Kespry Inc.	Autonomous Mission Action Alteration	Nov 27, 2019	16/698,071		
Kespry Inc.	Autonomous Calibration	October 9, 2015	14/927,141		

EXHIBIT C

Trademarks

Grantor	Description	Registration/Serial Number	Registration/ Application Date
Kespry Inc.	DRONES AT WORK	5067158	10/25/2016
Kespry Inc.	KESPRY	4996436	7/12/2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

ny-2223275