

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHT MACHINES, INC.		10/25/2021	Corporation: DELAWARE
BRIGHT MACHINES AUTOMATION CORP.		10/25/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as administrative agent and collateral agent		
Street Address:	3003 TASMAN DRIVE		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6114334	BRIGHTWARE	
Registration Number:	6309430		
Registration Number:	6309431	BRIGHT MACHINES	
Registration Number:	6309432	BRIGHT MACHINES	
Registration Number:	6309433		
Registration Number:	6309399	BRIGHT MACHINES	
Registration Number:	6108493	BRIGHT MACHINES	
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:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1504096		

OP \$190.00 6114334

NAME OF SUBMITTER:	Diane Giacomozzi, Sr Corporate Paralegal
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	10/26/2021
Total Attachments: 8 source=IPSA_-_Bright_Machines#page1.tif source=IPSA_-_Bright_Machines#page2.tif source=IPSA_-_Bright_Machines#page3.tif source=IPSA_-_Bright_Machines#page4.tif source=IPSA_-_Bright_Machines#page5.tif source=IPSA_-_Bright_Machines#page6.tif source=IPSA_-_Bright_Machines#page7.tif source=IPSA_-_Bright_Machines#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of the 25th day of October, 2021, by and among **SILICON VALLEY BANK**, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”), **BRIGHT MACHINES, INC.**, a Delaware corporation (“Bright Machines”) and **BRIGHT MACHINES AUTOMATION CORP.**, a Delaware corporation (“Automation”); Bright Machines and Automation are referred to herein, individually and collectively, as the context requires, jointly and severally, “Grantor”).

RECITALS

A. Silicon Valley Bank and SVB Innovation Credit Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the “Lenders”) 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 Loan and Security Agreement by and among the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

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

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to the Lenders, Grantor grants and pledges to Agent, for benefit of the Lenders, 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 (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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "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, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent and Lenders 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 form (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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:

BRIGHT MACHINES, INC.

DocuSigned by:
By: Amar Hanspal
417431C3EC82432...

Name: Amar Hanspal

Title: Director, CEO and President

BRIGHT MACHINES AUTOMATION CORP.

DocuSigned by:
By: Amar Hanspal
417431C3EC82432...

Name: Amar Hanspal

Title: President, CEO, CFO, Vice President, Treasurer and Secretary

AGENT:

SILICON VALLEY BANK

DocuSigned by:
By: Tim Walsh
A72D26E26D0E490...

Name: Tim Walsh

Title: Managing Director

EXHIBIT A

Copyrights

No.	Title	Status	Registration Number Registration Date	Owner
1	What If Tools	Registered	TXu001886854 10/23/2013	BRIGHT MACHINES, INC.

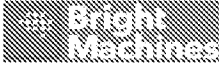

EXHIBIT B**Patents**

No.	Title	Application Number Application Date	Patent Number Issue Date	Owner
1	Angle screw feeding module	15/139244 4/26/2016	11045929 6/29/2021	BRIGHT MACHINES, INC.
2	Configurable belt conveyor	17/062549 10/3/2020		BRIGHT MACHINES, INC.
3	Tray feeder tray pulling mechanism	17/062548 10/3/2020		BRIGHT MACHINES, INC.
4	Software defined manufacturing/assembly system	16/949753 11/12/2020		BRIGHT MACHINES, INC.
5	Image Analysis System for Testing in Manufacturing	16/949752 11/12/2020		BRIGHT MACHINES, INC..
6	Configurable object insertion handler for automated assembly	16/949755 11/12/2020		BRIGHT MACHINES, INC.
7	Module insertion system for robotic assembly	16/949754 11/12/2020		BRIGHT MACHINES, INC.
8	Substrate with via and pad structures	10/774115 2/6/2004	7645940 1/12/2010	BRIGHT MACHINES, INC.
9	System and method for rapidly heating and cooling a mold	12/589123 10/16/2009	9005495 4/14/2015	BRIGHT MACHINES, INC.
10	Substrate with via and pad structures	12/653358 12/11/2009	8378222 2/19/2013	BRIGHT MACHINES, INC.
11	Universal radio frequency shield removal	13/356385 1/23/2012	8627997 01/14/2014	BRIGHT MACHINES, INC.
12	Tools for seating connectors on substrates	13/416860 3/9/2012	8578596 11/12/2013	BRIGHT MACHINES, INC.
13	Tools for seating connectors on substrates	13/423203 3/17/2012	8555488 10/15/2013	BRIGHT MACHINES, INC.
14	Hot bar soldering	13564542 8/1/2012	9252309 2/2/2016	BRIGHT MACHINES, INC.
15	Circuit assembly yield prediction with respect to form factor	13/656583 10/19/2012	8615724 12/24/2013	BRIGHT MACHINES, INC.
16	Method of reducing solder wicking on a substrate	13/759960 2/5/2013	9089063 7/21/2015	BRIGHT MACHINES, INC.
17	Hot bar soldering	13/946722 7/19/2013	9180540 11/10/2015	BRIGHT MACHINES, INC.
18	Tools for seating connectors on substrates	14/074378 11/7/2013	9629256 4/18/2017	BRIGHT MACHINES, INC.
19	Printed RFID Circuit	14/162483 1/23/2014	9053405 7/19/2015	BRIGHT MACHINES, INC.
20	Printed circuit board made through sintering copper nano-particles	14/340432 7/24/2014	9699902 7/4/2017	BRIGHT MACHINES, INC.
21	Bellows interconnect	14/455772 8/8/2014	9801277 10/24/2017	BRIGHT MACHINES, INC.
22	3D printing with components embedded	14/468268 8/25/2014	10375834 8/6/2019	BRIGHT MACHINES, INC.
23	Component attach on metal woven mesh	14/469150 8/26/2014	10645807 5/5/2020	BRIGHT MACHINES, INC.
24	Method of making copper pillar with solder cap	14/482977 9/10/2014	9674952 6/6/2017	BRIGHT MACHINES, INC.

No.	Title	Application Number Application Date	Patent Number Issue Date	Owner
25	PV module cell matrix placement station and methods for removing air or bubbles during the manufacturing process	14/509956 10/8/2014	9184313 11/10/2015	BRIGHT MACHINES, INC.
26	Universal automation line	14/531769 11/3/2014	9789572 10/17/2017	BRIGHT MACHINES, INC.
27	Adhesive activation system for rounded surfaces	14/554721 11/26/2014	9709226 7/18/2017	BRIGHT MACHINES, INC.
28	Graphite sheet to redirect SMT components during thermal exposure	14/560807 12/4/2014	9609738 3/28/2017	BRIGHT MACHINES, INC.
29	Graphite sheet to redirect SMT components during thermal exposure	14/560898 12/4/2014	9521738 12/13/2016	BRIGHT MACHINES, INC.
30	Stirring device and method using electrostatic charge	14/574983 12/18/2014	9724659 8/8/2017	BRIGHT MACHINES, INC.
31	Shoe testing apparatus	14/576663 12/19/2014	9560897 2/7/2017	BRIGHT MACHINES, INC.
32	Fast cure conductive epoxy attach methodology for high speed automated processes	14/579631 12/22/2014	9566764 2/14/2017	BRIGHT MACHINES, INC.
33	Glue thickness inspection (GTI)	14/584951 12/29/2014	9593939 3/14/2017	BRIGHT MACHINES, INC.
34	Method of and system for automated demand prioritization and consistent commitment of resources in supply chain management	14/597977 1/15/2015	10878354 12/29/2020	BRIGHT MACHINES, INC.
35	Magnet wire for 3D electronic circuitry	14/601072 1/20/2015	9736932 8/15/2017	BRIGHT MACHINES, INC.
36	Method of making RFID antenna by placing wire on fabric	14/615309 2/15/2015	9684864 6/20/2017	BRIGHT MACHINES, INC.
37	Universal box build	14/666470 3/24/2015	9958847 5/1/2018	BRIGHT MACHINES, INC.
38	Method of and device for quality control process optimization	14/704822 5/5/2015	9659359 5/23/2017	BRIGHT MACHINES, INC.
39	Lead trimming module	14/747937 6/23/2015	10264720 4/16/2019	BRIGHT MACHINES, INC.
40	Using a snap button to make disconnectable connection of electronic devices to fabrics	14/803788 7/20/2015	9510649 12/6/2016	BRIGHT MACHINES, INC.
41	Method of making RFID devices on fabrics by stitching metal wires	14/803803 7/20/2015	9449942 9/20/2016	BRIGHT MACHINES, INC.
42	Solder dross recovery module	15/158308 5/18/2016	9884384 2/6/2018	BRIGHT MACHINES, INC.
43	Human Voice Feedback System	15/417694 1/27/2017		BRIGHT MACHINES, INC.
44	Universal Box Build	15/949612 4/10/2018		BRIGHT MACHINES, INC.
45		63198757 11/20/2021		BRIGHT MACHINES, INC.

EXHIBIT C

Trademarks

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
1	BRIGHTWARE BRIGHTWARE	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88228246 12/13/2018	6114334 7/28/2020	BRIGHT MACHINES, INC.
2	Design Only 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	88156683 10/16/2018	6309430 3/30/2021	BRIGHT MACHINES, INC.
3	BRIGHT MACHINES 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed	88156690 10/16/2018	6309431 3/30/2021	BRIGHT MACHINES, INC.
4	BRIGHT MACHINES 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88156698 10/16/2018	6309432 3/30/2021	BRIGHT MACHINES, INC.
5	Design Only 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88156704 10/16/2018	6309433 3/30/2021	BRIGHT MACHINES, INC.
6	BRIGHT MACHINES BRIGHT MACHINES	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88096342 8/28/2018	6309399 3/30/2021	BRIGHT MACHINES, INC.
7	BRIGHT MACHINES BRIGHT MACHINES	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88096344 8/28/2018	6108493 7/21/2020	BRIGHT MACHINES, INC.