

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHT MACHINES, INC.		11/08/2021	Corporation:
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
Internal Address:	Attention: Chief Legal Officer		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
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:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Hillary Kooy		
Address Line 1:	171 Monroe Ave NW, Suite 1000		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	81193.13		
NAME OF SUBMITTER:	Hillary Kooy		

OP \$190.00 6114334

SIGNATURE:	/Hillary Kooy/
DATE SIGNED:	11/11/2021
Total Attachments: 8 source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page1.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page2.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page3.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page4.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page5.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page6.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page7.tif source=Hercules - Bright Machines - IP Security Agreement (11.2021)-EXECUTED#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent") and 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. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated the Closing Date (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 certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks (other than "intent-to-use" Trademarks) listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter

existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor.

Sections 11.9 (Governing Law), 11.10 (Consent to Jurisdiction and Venue), 11.11 (Mutual Waiver of Jury Trial / Judicial Reference) and 11.21 (Electronic Execution of Certain Other Documents) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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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.

Signature: _____
DocuSigned by:
Amar Hanspal

Print Name: Amar Hanspal

Title: Director, CEO and President

Address:
132 Hawthorne Street
San Francisco, CA 94107
email: michael.keogh@brightmachines.com

BRIGHT MACHINES AUTOMATION CORP.

Signature: _____
DocuSigned by:
Amar Hanspal

Print Name: Amar Hanspal

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

Address:
132 Hawthorne Street
San Francisco, CA 94107
email: michael.keogh@brightmachines.com

[Signature Page to Intellectual Property Security Agreement]

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.

AGENT:

HERCULES CAPITAL, INC.

Signature: Zhuo Huang

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Attention: Chief Legal Officer
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
email: legal@htgc.com

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.