

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694985

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT |

## CONVEYING PARTY DATA

| Name          | Formerly | Execution Date | Entity Type           |
|---------------|----------|----------------|-----------------------|
| UDISENSE INC. |          | 12/14/2021     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                  |
|------------------------|----------------------------------|
| <b>Name:</b>           | Silicon Valley Bank              |
| <b>Street Address:</b> | 387 Park Avenue South, 2nd Floor |
| <b>City:</b>           | New York                         |
| <b>State/Country:</b>  | NEW YORK                         |
| <b>Postal Code:</b>    | 10016                            |
| <b>Entity Type:</b>    | Corporation: CALIFORNIA          |

## PROPERTY NUMBERS Total: 9

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 6004319  | BREATHING BAND               |
| Registration Number: | 6060671  | BREATHING WEAR               |
| Registration Number: | 6311627  | NANIT BREATHING WEAR         |
| Registration Number: | 5387807  | THE BABY MONITOR THAT THINKS |
| Registration Number: | 5303264  | NANIT INSIGHTS               |
| Registration Number: | 5459471  | SEE MORE, MONITOR LESS.      |
| Registration Number: | 5078935  | NANIT                        |
| Serial Number:       | 90266792 | SMART SHEETS                 |
| Serial Number:       | 97041988 | NANIT                        |

## CORRESPONDENCE DATA

Fax Number:

*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.*

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

OP \$240.00 6004319

|                                |               |
|--------------------------------|---------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1550852       |
| <b>NAME OF SUBMITTER:</b>      | Andrew Nash   |
| <b>SIGNATURE:</b>              | /Andrew Nash/ |
| <b>DATE SIGNED:</b>            | 12/15/2021    |

**Total Attachments: 8**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of December 14, 2021 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”), and **UDISENSE INC.**, a Delaware corporation (“Grantor”). This Agreement amends, restates and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of October 23, 2020 between Bank and 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 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). 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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 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 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.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include “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 or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signatures included on the following page]

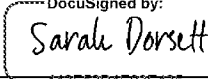
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

244 5<sup>th</sup> Ave., 2<sup>nd</sup> FL., Suite 2702  
New York, New York 10001  
Attn: Mark Frackt

GRANTOR:

**UDISENSE INC.**

By:   
Name: Sarah Dorsett  
Title: CEO and President

Address:

387 Park Avenue South, 2<sup>nd</sup> Floor  
New York, New York 10016  
Attn: Mike Bozicas

BANK:

**SILICON VALLEY BANK**

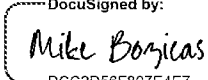
By:   
Name: Mike Bozicas  
Title: Vice President

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--------------------|---|---|
| NONE               |   |   |
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EXHIBIT B

## Patents

| <u>Description</u>   | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--|---|---|
| Monitoring camera and mount  | 10,708,550                                      | 7/7/2020                                      |
| Smart sheets   | 17/381,254                                      | 7/21/2021                                     |
| Bedsheet   | 29/744,658                                      | 7/30/2020                                     |
| Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies | 10,645,349                                      | 5/5/2020                                      |
| Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies | 9,530,080                                       | 12/27/2016                                    |
| Wall mount for a monitoring camera   | D855,684  | 8/6/2019                                      |
| Wall-assisted floor-mount for a monitoring camera  | D854,074  | 7/16/2019                                     |
| Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies | 10,165,230                                      | 12/25/2018                                    |
| Monitoring camera  | D803,289  | 11/21/2017                                    |
| Wall-assisted floor-mount for a monitoring camera  | D798,366  | 9/26/2017                                     |
| Portable mount for a monitoring camera   | D798,365  | 9/26/2017                                     |
| Freestanding floor mount for a monitoring camera   | D788,207  | 5/30/2017                                     |
| Swaddle band   | D900428   | 11/3/2020                                     |
| Swaddle Band with Decorative Pattern   | D900429   | 11/3/2020                                     |
| Swaddle blanket  | D900430   | 11/3/2020                                     |
| Swaddle Blanket with Decorative Pattern  | D900431   | 11/3/2020                                     |
| Monitoring camera and mount  | 15931601  | 5/14/2020                                     |
| Respiration monitor  | 17092351  | 11/9/2020                                     |
| Respiration monitor  | 10874332  | 12/29/2020                                    |
| Bedsheet   | D937007   | 11/30/2021                                    |



EXHIBIT C

## Trademarks

| <u>Description</u>           | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|------------------------------|---|---|
| BREATHING BAND               | 6004319   | March 3, 2020                                 |
| BREATHING WEAR               | 6060671   | May 19, 2020                                  |
| NANIT BREATHING WEAR         | 6311627   | April 6, 2021                                 |
| THE BABY MONITOR THAT THINKS | 5387807   | January 23, 2018                              |
| NANIT INSIGHTS               | 5303264   | October 3, 2017                               |
| SEE MORE, MONITOR LESS.      | 5459471   | May 1, 2018                                   |
| NANIT                        | 5078935   | November 8, 2016                              |
| SMART SHEETS                 | 90266792  | October 20, 2020                              |
| NANIT                        | 97041988  | September 23, 2021                            |
|                              |   |   |
|                              |   |   |
|                              |   |   |
|                              |   |   |

EXHIBIT D

Mask Works

| <u>Description</u> | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
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| NONE               |   |   |
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