

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fungible, Inc.		12/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	90459084	BARE METAL DATA CENTER	
Serial Number:	90458966	EPIC	
Serial Number:	90458954	EPC	
Serial Number:	90191092	FUNGIBLE COMPOSER	
Serial Number:	90818100	OPEN AI FABRIC	
Serial Number:	90818084	AI FABRIC	
Serial Number:	90818066	OPEN DATA FABRIC	
Serial Number:	90818042	DATA FABRIC	
Serial Number:	90459089	BMDC	
Serial Number:	90458914	TRUEAGILITY	
Serial Number:	90132270	FUNGIBLE	
Serial Number:	90655430	FUNGIBLE DATA CENTER	
Serial Number:	90191115	FUNGIBLE COMPOSER	
Serial Number:	90458956	EDGE PUBLIC INFRASTRUCTURE CLOUD	
Serial Number:	90458942	EDGE PUBLIC CLOUD	
Serial Number:	88624804	DPU-ENABLED TRUEFABRIC	
Serial Number:	88624800	DYNAMICALLY COMPOSABLE DATA CENTER	
Serial Number:	88830441	FUNGIBLE BLOCK STORE	
Serial Number:	88830445	FUNGIBLE OBJECT STORE	

OP \$815.00 90459084

Property Type	Number	Word Mark
Serial Number:	88848499	FUNGIBLE FILE STORE
Serial Number:	88848490	FUNGIBLE OBJECT STORE
Serial Number:	88848483	FUNGIBLE BLOCK STORE
Serial Number:	88813074	ETHERFABRIC
Serial Number:	88830449	FUNGIBLE FILE STORE
Serial Number:	88698104	BARE METAL VIRTUALIZED DATA CENTERS
Serial Number:	88698109	BMVDC
Serial Number:	88698105	BM-VDC
Serial Number:	88624794	TRUEFABRIC
Serial Number:	87728631	FUNGIBLE DPU
Serial Number:	87728620	FUNGIBLE DATA PROCESSING UNIT
Serial Number:	87426380	FUNGIBLE
Serial Number:	87491250	FUNOS

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: 7033826485
Email: DHall@vlplawgroup.com
Correspondent Name: Davis Hall
Address Line 1: 12703 Hitchcock Court
Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER:	Davis Hall
SIGNATURE:	/DavisHall/
DATE SIGNED:	12/16/2021

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 16, 2021 by and between SILICON VALLEY BANK (“Bank”) and FUNGIBLE, INC. (“Grantor”).

RECITALS

A. Bank has 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 Bank and Grantor dated May 27, 2020 (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.

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.

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.

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 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.

4. 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.

5. 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.

6. 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:

FUNGIBLE, INC.

DocuSigned by:
Bobby Shoker
-----EE8E87C0F73F4AD...

By: Bobby Shoker

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Eugene Choi
-----E204194E9E514F2...

By: Eugene Choi

Title: Vice President

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EFFICIENT WORK UNIT PROCESSING IN A MULTICORE SYSTEM	17360619	06/28/2021
RELIABILITY CODING WITH REDUCED NETWORK TRAFFIC	17302173	04/26/2021
FABRIC CONTROL PROTOCOL FOR LARGE-SCALE MULTI-STAGE DATA CENTER NETWORKS	17304654	06/24/2021
FABRIC CONTROL PROTOCOL WITH CONGESTION CONTROL FOR DATA CENTER NETWORKS	17303901	06/10/2021
RELIABLE FABRIC CONTROL PROTOCOL EXTENSIONS FOR DATA CENTER NETWORKS WITH UNSOLICITED PACKET SPRAYING OVER MULTIPLE ALTERNATE DATA PATHS	17303887	06/09/2021
RELIABLE FABRIC CONTROL PROTOCOL EXTENSIONS FOR DATA CENTER NETWORKS WITH FAILURE RESILIENCE	17303900	06/10/2021
FINITE AUTOMATA GLOBAL COUNTER IN A DATA FLOW GRAPH-DRIVEN ANALYTICS PLATFORM HAVING ANALYTICS HARDWARE ACCELERATORS	16825714	03/20/2020
DEFAULT ARC FOR COMPRESSION OF DETERMINISTIC FINITE AUTOMATA (DFA) DATA FLOW GRAPHS WITHIN A DATA FLOW GRAPH-DRIVEN ANALYTICS PLATFORM HAVING ANALYTICS HARDWARE ACCELERATORS	16825664	03/20/2020
EARLY ACKNOWLEDGMENT FOR WRITE OPERATIONS	17333401	05/28/2021
MULTIMODE CRYPTOGRAPHIC PROCESSOR	17249823	03/15/2021
SCALED-OUT TRANSPORT AS CONNECTION PROXY FOR DEVICE-TO-DEVICE COMMUNICATIONS	17248828	02/09/2021
DATA CENTER NETWORK HAVING OPTICAL PERMUTORS	17301842	04/15/2021

RESILIENT NETWORK COMMUNICATION USING SELECTIVE MULTIPATH PACKET FLOW SPRAYING	17301185	03/29/2021
NETWORK ACCESS NODE VIRTUAL FABRICS CONFIGURED DYNAMICALLY OVER AN UNDERLAY NETWORK	17248354	01/21/2021
PIPELINE USING MATCH-ACTION BLOCKS	17061725	10/02/2020
DATA FLOW GRAPH-DRIVEN ANALYTICS PLATFORM USING DATA PROCESSING UNITS HAVING HARDWARE ACCELERATORS	16584293	09/26/2019
QUERY PROCESSING USING DATA PROCESSING UNITS HAVING DFA/NFA HARDWARE ACCELERATORS	16584467	09/26/2019
DATA INGESTION AND STORAGE BY DATA PROCESSING UNIT HAVING STREAMPROCESSING HARDWARE ACCELERATORS	16584390	09/26/2019
EFFICIENT PACKET QUEUEING FOR COMPUTER NETWORKS	16947754	08/14/2020
RELIABLE COMMUNICATIONS USING A POINT TO POINT PROTOCOL	17063210	10/05/2020
RELIABILITY CODING FOR STORAGE ON A NETWORK	17007687	08/31/2020
CONTEXT VALUE RETRIEVAL PRIOR TO OR PARALLEL WITH EXPANSION OF PREVIOUS SYMBOL FOR CONTEXT-DECODING IN RANGE DECODER	16440689	06/13/2019
DATA PROCESSING UNIT FOR STREAM PROCESSING	16939617	07/27/2020
EMBEDDED NETWORK PACKET DATA FOR USE OF ALTERNATIVE PATHS WITHIN A GROUP OF NETWORK DEVICES	16863730	04/30/2020
IC routing for silicon circuits with smaller geometries	10977410	04/13/2021
	16810624	03/05/2020
LOW LATENCY PACKET SWITCH ARCHITECTURE	16808026	03/03/2020

DATA CENTER NETWORK WITH PACKET SPRAYING	16901991	06/15/2020
CONGESTION CONTROL IN AN ON-CHIP NETWORK	16828778	03/24/2020
PROVIDING SCALABLE AND CONCURRENT FILE SYSTEMS	16813353	03/09/2020
ACCESS NODE FOR DATA CENTERS	16877050	05/18/2020
Instruction-based non-deterministic finite state automata accelerator	11010167	05/18/2021
	16877102	05/18/2020
DATA CENTER NETWORK WITH MULTIPLEXED COMMUNICATION OF DATA PACKETS ACROSS SERVERS	16859765	04/27/2020
Flexible reliability coding for storage on a network	10990478	04/27/2021
	16265606	02/01/2019
Data processing unit having hardware-based parallel variable-length codeword decoding	10862513	12/08/2020
	16249658	01/16/2019
RELAY CONSISTENT MEMORY MANAGEMENT IN A MULTIPLE PROCESSOR SYSTEM	16791957	02/14/2020
FABRIC CONTROL PROTOCOL FOR DATA CENTER NETWORKS WITH PACKET SPRAYING OVER MULTIPLE ALTERNATE DATA PATHS	16774941	01/28/2020
STATIC DICTIONARY-BASED COMPRESSION HARDWARE PIPELINE FOR DATA COMPRESSION ACCELERATOR OF A DATA PROCESSING UNIT	16200484	11/26/2018
Merging techniques in data compression accelerator of a data processing unit	10812630	10/20/2020
	16195644	11/19/2018
HASHING TECHNIQUES IN DATA COMPRESSION ACCELERATOR OF A DATA PROCESSING UNIT	16195290	11/19/2018
Data striping for matching techniques in data compression accelerator of a data processing unit	10727865	07/28/2020
	16195617	11/19/2018
HISTORY-BASED COMPRESSION PIPELINE FOR DATA COMPRESSION ACCELERATOR OF A DATA PROCESSING UNIT	16195209	11/19/2018
Matching techniques in data compression accelerator of a data processing unit	10997123	05/04/2021
	16195564	11/19/2018

Service chaining hardware accelerators within a data stream processing integrated circuit	10929175	02/23/2021
	16198607	11/21/2018
Efficient work unit processing in a multicore system	11048634	06/29/2021
	16746344	01/17/2020
JPEG accelerator using last-non-zero (LNZ) syntax element	10931958	02/23/2021
	16179558	11/02/2018
Work allocation for JPEG accelerator	10827192	11/03/2020
	16179529	11/02/2018
Memory layout for JPEG accelerator	10848775	11/24/2020
	16179496	11/02/2018
Parallel coding of syntax elements for JPEG accelerator	10827191	11/03/2020
	16179472	11/02/2018
Data processing unit having hardware-based range encoding and decoding	10771090	09/08/2020
	16711715	12/12/2019
Data processing unit having hardware-based range encoding and decoding	10922026	02/16/2021
	16178373	11/01/2018
Inline reliability coding for storage on a network	10761931	09/01/2020
	16169736	10/24/2018
Realization of a programmable forwarding pipeline through packet header summaries in a data processing unit	10958770	03/23/2021
	16160609	10/15/2018
Multimode cryptographic processor	10951393	03/16/2021
	16157265	10/11/2018
Timer management for network devices	11038807	06/15/2021
	16569360	09/12/2019
REMOVABLE I/O EXPANSION DEVICE FOR DATA CENTER STORAGE RACK	16546185	08/20/2019
RAPIDLY ESTABLISHING A CHAIN OF TRUST IN A COMPUTING SYSTEM	16556439	08/30/2019

DYNAMICALLY CHANGING CONFIGURATION OF DATA PROCESSING UNIT WHEN CONNECTED TO STORAGE DEVICE OR COMPUTING DEVICE	16560948	09/04/2019
Data center network having optical permutors	10986425	04/20/2021
	16579520	09/23/2019
ARC caching for deterministic finite automata of regular expression accelerator	10645187	05/05/2020
	16035416	07/13/2018
Instruction-based non-deterministic finite state automata accelerator	10656949	05/19/2020
	16035478	07/13/2018
Incremental compilation of finite automata for a regular expression accelerator	10635419	04/28/2020
	16035444	07/13/2018
Deterministic finite automata node construction and memory mapping for regular expression accelerator	10983721	04/20/2021
	16035457	07/13/2018
DATA PROCESSING UNIT WITH KEY VALUE STORE	16504112	07/05/2019
DIRECTED GRAPH TRAVERSAL USING CONTENT-ADDRESSABLE MEMORY	16434983	06/07/2019
Early acknowledgment for write operations	11025445	06/01/2021
	16434898	06/07/2019
Flexible processing of network packets	11038993	06/15/2021
	16352492	03/13/2019
Reliable communications using a point to point protocol	10798223	10/06/2020
	16295902	03/07/2019
Efficient work unit processing in a multicore system	10540288	01/21/2020
	15949692	04/10/2018
Durable block storage in data center access nodes with inline erasure coding	10949303	03/16/2021
	16215178	12/10/2018
Work unit stack data structures in multiple core processor system for stream data processing	10841245	11/17/2020
	16197179	11/20/2018

Network access node virtual fabrics configured dynamically over an underlay network	10904367	01/26/2021
	16147099	09/28/2018
Fabric control protocol for data center networks with packet spraying over multiple alternate data paths	11178262	11/16/2021
	16147070	09/28/2018
Resilient network communication using selective multipath packet flow spraying	10965586	03/30/2021
	16147134	09/28/2018
Access node integrated circuit for data centers which includes a networking unit, a plurality of host units, processing clusters, a data network fabric, and a control network fabric	10659254	05/19/2020
	16031676	07/10/2018
Data processing unit for stream processing	10725825	07/28/2020
	16031945	07/10/2018
DATA PROCESSING UNIT FOR COMPUTE NODES AND STORAGE NODES	16031921	07/10/2018
Relay consistent memory management in a multiple processor system	10565112	02/18/2020
	15949892	04/10/2018
Non-blocking, full-mesh data center network having optical permutors	10425707	09/24/2019
	15938767	03/28/2018
Non-blocking any-to-any data center network with packet spraying over multiple alternate data paths	10686729	06/16/2020
	15939227	03/28/2018
Non-blocking any-to-any data center network having multiplexed packet spraying within access node groups	10637685	04/28/2020
	15939041	03/28/2018
Buffer allocation and memory management	10303375	05/28/2019
	15269457	09/19/2016
Buffer allocation and memory management using mapping table	10209900	02/19/2019
	15347547	11/09/2016
Data processing unit having hardware-based range encoding and decoding	10511324	12/17/2019
	16178341	11/01/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BARE METAL DATA CENTER	90459084	01/11/2021
EPIC	90458966	01/11/2021
EPC	90458954	01/11/2021
FUNGIBLE COMPOSER	90191092	09/18/2020
OPEN AI FABRIC	90818100	07/08/2021
AI FABRIC	90818084	07/08/2021
OPEN DATA FABRIC	90818066	07/08/2021
DATA FABRIC	90818042	07/08/2021
BMDC	90459089	01/11/2021
TRUEAGILITY	90458914	01/11/2021
FUNGIBLE	90132270	08/24/2020
FUNGIBLE DATA CENTER	90655430	04/19/2021
FUNGIBLE COMPOSER	90191115	09/18/2020
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EDGE PUBLIC CLOUD	90458942	01/11/2021
DPU-ENABLED TRUEFABRIC	88624804	09/20/2019
DYNAMICALLY COMPOSABLE DATA CENTER	88624800	09/20/2019
FUNGIBLE BLOCK STORE	88830441	03/11/2020
FUNGIBLE OBJECT STORE	88830445	03/11/2020
FUNGIBLE FILE STORE	88848499	03/26/2020
FUNGIBLE OBJECT STORE	88848490	03/26/2020
FUNGIBLE BLOCK STORE	88848483	03/26/2020
ETHERFABRIC	88813074	02/27/2020
FUNGIBLE FILE STORE	88830449	03/11/2020

BARE METAL VIRTUALIZED DATA CENTERS	88698104	11/19/2019
BMVDC	88698109	11/19/2019
BM-VDC	88698105	11/19/2019
TRUEFABRIC	88624794	09/20/2019
	6246661	01/12/2021
FUNGIBLE DPU	87728631	12/20/2017
	6295571	03/16/2021
FUNGIBLE DATA PROCESSING UNIT	87728620	12/20/2017
	6295570	03/16/2021
FUNGIBLE	87426380	04/26/2017
	5857908	09/10/2019
FUNOS	87491250	06/15/2017
	5852129	09/03/2019

EXHIBIT D

Mask Works

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