

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blast Motion Inc.		02/15/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newlight Capital LLC		
<b>Street Address:</b>	525 Middlefield Road, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4001357	SWING DNA	
<b>Registration Number:</b>	4418906	BLAST	
<b>Registration Number:</b>	4418972	BLAST	
<b>Registration Number:</b>	4538168	BLAST MOTION	
<b>Registration Number:</b>	4669591	BLAST	
<b>Registration Number:</b>	6338237		
<b>Registration Number:</b>	6338238	BLAST	
<b>Registration Number:</b>	6338240	BLAST	
<b>Registration Number:</b>	4526142	BLAST CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154421001		
<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>			
<b>Phone:</b>	4154421674		
<b>Email:</b>	thomas.loran@morganlewis.com		
<b>Correspondent Name:</b>	Thomas V. Loran		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	129136-3000		

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<b>NAME OF SUBMITTER:</b>	Thomas Loran
<b>SIGNATURE:</b>	/Thomas Loran/
<b>DATE SIGNED:</b>	02/22/2022
<b>Total Attachments: 8</b> source=Blast Motion - Short Form IPSA (2022)#page1.tif source=Blast Motion - Short Form IPSA (2022)#page2.tif source=Blast Motion - Short Form IPSA (2022)#page3.tif source=Blast Motion - Short Form IPSA (2022)#page4.tif source=Blast Motion - Short Form IPSA (2022)#page5.tif source=Blast Motion - Short Form IPSA (2022)#page6.tif source=Blast Motion - Short Form IPSA (2022)#page7.tif source=Blast Motion - Short Form IPSA (2022)#page8.tif	

## SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Short Form Agreement") is made by **BLAST MOTION INC.**, a California corporation ("Grantor"), and dated as of February 15, 2022, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer ("Servicer"), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent ("Disbursing Agent") and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of February 15, 2022 (as amended, restated, modified or supplemented from time to time, the "Intellectual Property Security Agreement"), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the "USPTO") and the United States Copyright Office (the "USCO"), which sets forth the Grantor's pledge of its intellectual property as a first priority security interest (subject to Permitted Liens) for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

### 1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, collaterally assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the "IP Collateral):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section

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**TRADEMARK**  
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1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

## 2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and collateral assignment set forth herein. Grantor shall give to Servicer written notice of any such creation or acquisition (that is not Excluded Property) within 15 days thereof. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments and other documents as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.

- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

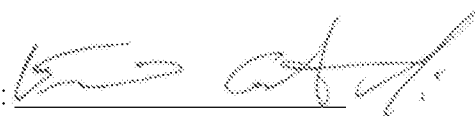
**BLAST MOTION INC., as Grantor**

By:   
Name: Michael Fitzpatrick  
Title: Chief Executive Officer

[Signature Page to Short Form IP Agreement]

ACCEPTED AND AGREED:

**NEWLIGHT CAPITAL LLC**, as Servicer

By: 

Name: Erwin Gostomski


Title: Vice President

**SCHEDULE A**  
TO  
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT








**Patents & Patent Applications**




See attached.

**Trademark Registrations & Trademark Applications**

<b><u>Grantor</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
Blast Motion Inc.	U.S.	SWING DNA	85107025	8/13/2010	4001357	7/26/2011
Blast Motion Inc.	U.S.	BLAST and Design  BLAST	85136276	9/23/2010	4418906	10/15/2013
Blast Motion Inc.	U.S.	BLAST	85296853	4/15/2011	4418972	10/15/2013
Blast Motion Inc.	U.S.	BLAST MOTION	85410874	8/30/2011	4538168	5/27/2014
Blast Motion Inc.	International Registration (Madrid Protocol)	BLAST MOTION	A0027603	12/14/2011	1 109 697	12/14/2011
Blast Motion Inc.	European Union	BLAST MOTION	A0027603	12/14/2011	1109697	12/14/2011
Blast Motion Inc.	United Kingdom	BLAST MOTION	1109697	12/14/2011	UK00801109697	1/31/2013
Blast Motion Inc.	International Registration (Madrid Protocol)	BLAST	1108045	12/14/2011	1108045	12/14/2011
Blast Motion Inc.	European Union	BLAST	A0027604	12/14/2011	1108 045	12/14/2011
Blast Motion Inc.	United Kingdom	BLAST	1108045	12/14/2011	UK00801108045	1/10/2013
Blast Motion Inc.	U.S.	BLAST	86019179	7/24/2013	4669591	1/13/2015



Blast Motion Inc.	U.S.	Blast Icon Design 	88880485	4/21/2020	6338237	5/4/2021
Blast Motion Inc.	U.S.	BLAST ICON Design and BLAST Mark 	88880492	4/21/2020	6338238	5/4/2021
Blast Motion Inc.	U.S.	BLAST	88880697	4/21/2020	6338240	5/4/2021
Blast Motion Inc.	International Registration (Madrid Protocol)	BLAST Icon Design	A0101402	10/21/2020	1 624 012	10/21/2020
Blast Motion Inc.	Canada	BLAST Icon Design	1624012	10/21/2020		
Blast Motion Inc.	European Union	BLAST Icon Design 	1624012	10/21/2020		
Blast Motion Inc.	Japan	BLAST Icon Design 	1624012	10/21/2020		
Blast Motion Inc.	United Kingdom	BLAST Icon Design 	1624012	10/21/2020		
Blast Motion Inc.	International Registration (Madrid Protocol)	BLAST Icon Design and BLAST mark 	A0101406	10/21/2020	1 639 569	10/21/2020
Blast Motion Inc.	Canada	BLAST Icon Design and BLAST mark 	1639569	10/21/2020		

Blast Motion Inc.	European Union	BLAST Icon Design and BLAST mark 	1639569	10/21/2020		
Blast Motion Inc.	Japan	BLAST Icon Design and BLAST mark 	1639569	10/21/2020		
Blast Motion Inc.	United Kingdom	BLAST Icon Design and BLAST mark 	1639569	10/21/2020		
Blast Motion Inc.	International Registration (Madrid Protocol)	BLAST	A0101407	10/21/2020	1632475	10/21/2020
Blast Motion Inc.	Canada	BLAST	A0101407	10/21/2020		
Blast Motion Inc.	European Union	BLAST	A0101407	10/21/2020		
Blast Motion Inc.	Japan	BLAST	A0101407	10/21/2020		
Blast Motion Inc.	United Kingdom	BLAST	A0101407	10/21/2020		
Blast Motion Inc.	U.S.	BLAST CLOUD	85409714	8/29/2011	4526142	5/6/2014
Blast Motion Inc.	U.S.	BLAST FACTOR	85981358	4/20/2011		
Blast Motion Inc.	U.S.	BLAST FACTOR	85300490	4/20/2011		
Blast Motion Inc.	U.S.	MOTION ECOSYSTEM	85627563	5/16/2012		
Blast Motion Inc.	U.S.	BLAST ENABLED	85320397	5/13/2011		
Blast Motion Inc.	U.S.	BLAST MOTION ECOSYSTEM	85627541	5/16/2012		
Blast Motion Inc.	U.S.	BLAST MAN	85627504	5/16/2012		
Blast Motion Inc.	U.S.	BLAST AIR	85409756	8/29/2011		
Blast Motion Inc.	U.S.	THE GAME HAS CHANGED	85409746	8/29/2011		
Blast Motion Inc.	U.S.	BLAST MODE	85409728	8/29/2011		
Blast Motion Inc.	U.S.	BLAST POWER FACTOR	85300502	4/20/2011		