

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714680

<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>
Kateeva, Inc.		03/07/2022	Corporation: DELAWARE
Kateeva Cayman Holding, Inc.		03/07/2022	Exempted company incorporated with limited liability: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SINO XIN JI LIMITED		
<b>Street Address:</b>	1 Austin Road West		
<b>Internal Address:</b>	International Commerce Centre, Unit 02-03, 69/F		
<b>City:</b>	Kowloon		
<b>State/Country:</b>	HONG KONG		
<b>Postal Code:</b>	-		
<b>Entity Type:</b>	Limited Partnership: HONG KONG		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6013840	SMART MIXING	
<b>Registration Number:</b>	3698377	KATEEVA	
<b>Registration Number:</b>	3698378	K	
<b>Registration Number:</b>	4841594	K	
<b>Registration Number:</b>	4841595	KATEEVA	
<b>Registration Number:</b>	5241772	YIELDJET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	cmintzer@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Cassandra P. Mintzer/Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	102452.000001		

CH \$165.00 6013840

<b>NAME OF SUBMITTER:</b>	Cassandra P. Mintzer
<b>SIGNATURE:</b>	/Cassandra P. Mintzer/
<b>DATE SIGNED:</b>	03/16/2022
<b>Total Attachments: 15</b> source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif source=Intellectual Property Security Agreement#page11.tif source=Intellectual Property Security Agreement#page12.tif source=Intellectual Property Security Agreement#page13.tif source=Intellectual Property Security Agreement#page14.tif source=Intellectual Property Security Agreement#page15.tif	

**EXHIBIT II**  
**TO THE FIRST LIEN GUARANTEE AND COLLATERAL AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, (this "Agreement")** dated as of March 7, 2022, is made by KATEEVA, INC., a Delaware corporation (together with KATEEVA CAYMAN HOLDING, INC., an exempted company incorporated with limited liability under the laws of the Cayman Islands, the "**Borrower**"), in favor of SINO XIN JI LIMITED (the "**Lender**"). Capitalized terms used herein not otherwise defined herein have the meanings ascribed thereto in the Security Agreement (as defined below).

**RECITALS:**

**WHEREAS**, pursuant to that certain Loan Agreement, dated as of March 7, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Loan Agreement**"), by and between the Borrower and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Borrower has agreed, pursuant to a First Lien Guarantee and Collateral Agreement of even date herewith in favor of Lender (and such agreement may be amended, stated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to secure the Obligations (as defined in the Loan Agreement) of the Borrower; and

**WHEREAS**, under the terms of each of the Loan Agreement and the Security Agreement, the Borrower has (i) as collateral security for the Obligations, granted to the Lender, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Borrower's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Borrower and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Lender as follows:

**Grant of Security Interest in IP Collateral.** The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Borrower (the "**IP Collateral**"):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Borrower of any right under any Patent or Trademark, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided that the IP Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, however, that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Article 9 Collateral.

**Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender for the benefit of the Secured Parties pursuant to the Security Agreement, and the Borrower hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

**Borrower Remains Liable.** The Borrower hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Patents, Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Borrower's obligation and subject to the limitations otherwise set forth in the Security Agreement.

**Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

**IN WITNESS WHEREOF**, the Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

**KATEEVA, INC.,**  
as Borrower


By:   
Name: May See  
Title: CEO

Exhibit II-3

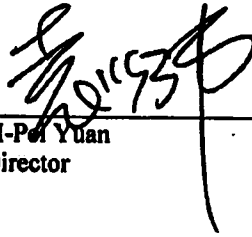
**ACCEPTED AND AGREED**

as of the date first above written:

**SINO XIN JI LIMITED**  
as Lender

By: \_\_\_\_\_

Name: I-Pei Yuan  
Title: Director

A handwritten signature in black ink, appearing to be 'I-Pei Yuan', written over a horizontal line. The signature is stylized and includes a vertical line extending downwards from the end of the horizontal line.

<b>SCHEDULE A</b>									
<b>United States Patents and Patent Applications</b>									
ApplicationNum	FilingDate	PatentNum	IssueDate	PublicationNum	PublicationDate	Status			
09/787,733	6/9/2000	6554510	4/29/2003			Issued			
11/062,348	2/18/2005	7381449	6/3/2008			Issued			
11/062,346	2/18/2005	7399051	7/15/2008			Issued			
11/036,351	1/18/2005	7255420	8/14/2007			Issued			
12/255,905	10/22/2008	7857424	12/28/2010			Issued			
12/949,891	11/19/2010	8096637	1/17/2012			Issued			
12/219,756	7/28/2008	8383211	2/26/2013			Issued			
12/951,318	11/22/2010	8147032	4/3/2012			Issued			
11/229,583	9/20/2005	7407263	8/5/2008			Issued			
11/229,697	9/20/2005	7410244	8/12/2008			Issued			
12/165,889	7/1/2008	7703887	4/27/2010			Issued			
11/229,691	9/20/2005	8001923	8/23/2011			Issued			
13/178,914	7/8/2011	8211493	7/3/2012			Issued			
11/229,573	9/20/2005	7950344	5/31/2011			Issued			
12/232,715	9/23/2008	7871666	1/18/2011	20090035453	2/5/2009	Issued			
11/288,456	11/29/2005	7645004	1/12/2010			Issued			
12/620,657	11/18/2009	7946676	5/24/2011			Issued			
11/328,521	1/9/2006	7455384	11/25/2008			Issued			
12/062,173	4/3/2008	8715774	5/6/2014			Issued			
11/423,188	6/9/2006	7851020	12/14/2010			Issued			
11/442,262	5/30/2006	7655270	2/2/2010			Issued			
11/451,565	6/13/2006	8071169	12/6/2011			Issued			
11/535,705	9/27/2006	7989025	8/2/2011			Issued			
11/594,100	11/8/2006	7699428	4/20/2010			Issued			
11/594,101	11/8/2006	8075946	12/13/2011			Issued			
11/708,120	2/16/2007	7753474	7/13/2010			Issued			
11/872,232	10/15/2007	7810903	10/12/2010			Issued			
12/874,578	9/2/2010	8186806	5/29/2012			Issued			
09/988,743	11/20/2001	6660332	12/9/2003			Issued			

10/620,610	7/17/2003	6939407	9/6/2005				Issued
11/950,858	12/5/2007	8318237	11/27/2012				Issued
11/954,378	12/12/2007	8025917	9/27/2011	20080152880		6/26/2008	Issued
12/012,765	2/5/2008	8366232	2/5/2013				Issued
12/006,990	1/8/2008	7705997	4/27/2010				Issued
12/720,210	3/9/2010	7920274	4/5/2011	20100165354		7/1/2010	Issued
12/035,172	2/21/2008	8168250	5/1/2012				Issued
12/077,709	3/20/2008	8297744	10/30/2012				Issued
12/119,127	5/12/2008	7662423	2/16/2010				Issued
12/142,407	6/19/2008	7893368	2/22/2011	20090008159		1/8/2009	Issued
12/986,628	1/7/2011	8816224	8/26/2014				Issued
13/286,629	11/1/2011	8267038	9/18/2012				Issued
12/197,502	8/25/2008	7845758	12/7/2010				Issued
12/562,801	9/18/2009	8580335	11/12/2013				Issued
13/325,393	12/14/2011	8329279	12/11/2012	20120086899		4/12/2012	Issued
12/207,108	9/9/2008	7914116	3/29/2011	20090115817		5/7/2009	Issued
12/332,833	12/11/2008	8187665	5/29/2012				Issued
12/366,187	2/5/2009	8123324	2/28/2012				Issued
12/369,254	2/11/2009	8066345	11/29/2011				Issued
12/471,078	5/22/2009	8205957	6/26/2012				Issued
13/478,300	5/23/2012	8444249	5/21/2013				Issued
12/543,178	8/18/2009	8349405	1/8/2013				Issued
12/627,995	11/30/2009	8567917	10/29/2013				Issued
12/629,281	12/2/2009	8255194	8/28/2012				Issued
13/963,340	8/9/2013	8757772	6/24/2014				Issued
13/035,282	2/25/2011	8596732	12/3/2013				Issued
11/370,894	3/9/2006	7901741	3/8/2011	20060146379		7/6/2006	Issued
10/739,920	12/18/2003	6991680	1/31/2006				Issued
12/553,556	9/3/2009	8181595	5/22/2012				Issued
09/977,339	10/16/2001	6893103	5/17/2005				Issued
10/131,472	4/25/2002	7378790	5/27/2008				Issued
10/175,070	6/20/2002	6830855	12/14/2004				Issued
10/875,814	6/25/2004	6998208	2/14/2006				Issued
10/158,797	6/3/2002	6887631	5/3/2005				Issued



11/004,124	12/6/2004	7282843	10/16/2007	20050174043	8/11/2005	Issued
10/396,335	3/26/2003	7106399	9/12/2006			Issued
11/431,078	5/10/2006	7330228	2/12/2008			Issued
10/229,048	8/28/2002	7333167	2/19/2008			Issued
11/902,276	9/20/2007	8093656	1/10/2012			Issued
10/342,351	1/15/2003	7008282	3/7/2006			Issued
11/268,601	11/8/2005	7368149	5/6/2008			Issued
10/268,895	10/11/2002	6933958	8/23/2005			Issued
11/150,104	6/13/2005	7116348	10/3/2006			Issued
10/301,569	11/22/2002	6991315	1/31/2006			Issued
11/239,390	9/30/2005	7455389	11/25/2008			Issued
10/390,239	3/14/2003	7117138	10/3/2006			Issued
10/314,261	12/9/2002	6736484	5/18/2004			Issued
10/815,752	4/2/2004	6837568	1/4/2005			Issued
10/994,893	11/23/2004	7093924	8/22/2006			Issued
12/591,405	11/18/2009	8714102	5/6/2014			Issued
10/383,565	3/10/2003	7090728	8/15/2006			Issued
10/731,894	12/9/2003	7073886	7/11/2006			Issued
11/471,312	6/20/2006	7344222	3/18/2008			Issued
10/383,566	3/10/2003	6910762	6/28/2005			Issued
10/319,570	12/16/2002	6871943	3/29/2005			Issued
10/367,840	2/19/2003	6863370	3/8/2005			Issued
11/043,468	1/27/2005	7246878	7/24/2007			Issued
10/436,884	5/13/2003	7223309	5/29/2007			Issued
10/701,156	11/4/2003	7156515	1/2/2007	20040140330	7/22/2004	Issued
10/705,814	11/10/2003	7101013	9/5/2006			Issued
11/588,240	10/27/2006	8012545	9/6/2011			Issued
10/628,883	7/28/2003	6974198	12/13/2005			Issued
10/635,243	8/6/2003	7146235	12/5/2006			Issued
11/478,491	6/29/2006	7353075	4/1/2008			Issued
10/796,276	3/10/2004	7459176	12/2/2008			Issued
10/752,311	1/6/2004	7387354	6/17/2008			Issued
10/794,772	3/5/2004	7413765	8/19/2008			Issued
10/800,940	3/15/2004	7258408	8/21/2007	20040239721	12/2/2004	Issued

11/879,200	7/16/2007	7850267	12/14/2010			Issued
10/957,349	10/1/2004	7349833	3/25/2008			Issued
10/844,972	5/13/2004	6992746	1/31/2006			Issued
11/274,767	11/15/2005	7535546	5/19/2009			Issued
10/949,746	9/24/2004	6948795	9/27/2005			Issued
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10/965,005	10/14/2004	7748824	7/6/2010			Issued
11/035,102	1/14/2005	7350899	4/1/2008			Issued
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13/458,339	4/27/2012	8790745	7/29/2014			Issued
11/005,028	12/7/2004	7341327	3/11/2008			Issued
15/835,116	12/7/2017	10398034	8/27/2019	2018-0192521	7/5/2018	Issued
16/507,358	7/10/2019	11006528	5/11/2021	20190335589	10/31/2019	Issued
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17/647,756	1/12/2022					Pending
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13/776,602	2/25/2013	9248643	2/2/2016	20130209671	8/15/2013	Issued
13/773,643	2/22/2013	8802195	8/12/2014	20130164438	6/27/2013	Issued
13/773,649	2/22/2013	8802186	8/12/2014	20130164439	6/27/2013	Issued
13/773,654	2/22/2013	8875648	11/4/2014	20130209669	8/15/2013	Issued
13/774,577	2/22/2013	8807071	8/19/2014	20130209670	8/15/2013	Issued
13/774,683	2/22/2013	9174433	11/3/2015	20130307898	11/21/2013	Issued
14/996,086	1/14/2016	10519535	12/31/2019	2016-0207313	7/21/2016	Issued
15/409,844	1/19/2017	10851450	12/1/2020	2017/0130315	5/11/2017	Issued
16/949,412	10/28/2020	11230757	1/25/2022	US-2021-0040595-A	2/11/2021	Issued
14/036,869	9/25/2013	8815626	8/26/2014	20140024149	1/23/2014	Issued
15/406,455	1/13/2017	10269874	4/23/2019	2017/0236883	8/17/2017	Issued

16/013,878	6/20/2018	10707273	7/7/2020	2018-0315963	11/1/2018	Issued
16/876,347	5/18/2020	10985217	4/20/2021	US-2020-0279894-A	9/3/2020	Issued
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14/180,015	2/13/2014	9443299	9/13/2016	20140233843	8/21/2014	Issued
15/250,283	8/29/2016	9812672	11/7/2017	2017-0077461	3/16/2017	Issued
15/709,320	9/19/2017	10347872	7/9/2019	2018-0366687	12/20/2018	Issued
16/425,915	5/29/2019	10886504	1/5/2021	US-2019-0280251-A	9/12/2019	Issued
14/257,351	4/21/2014	9205664	12/8/2015	20140333702	11/13/2014	Issued
14/953,878	11/30/2015	9505215	11/29/2016	20160136953	5/19/2016	Issued
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14/162,525	1/23/2014	9010899	4/21/2015	2014-0184683	7/3/2014	Issued
14/680,960	4/7/2015	9224952	12/29/2015	2015-0221869	8/6/2015	Issued
14/937,739	11/10/2015	9537119	1/3/2017	20160133881	5/12/2016	Issued
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17/248,858	2/10/2021			US-2021-0167339-A	6/3/2021	Pending
14/275,637	5/12/2014	10434804	10/8/2019	2014/0290567	10/2/2014	Issued
16/102,392	8/13/2018	10654299	5/19/2020	2018-0370263	12/27/2018	Issued
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15/612,856	6/2/2017	10233344	3/19/2019	2018-0057702	3/1/2018	Issued
16/262,533	1/30/2019	10662343	5/26/2020	US-2019-0169452-A	6/6/2019	Issued
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15/367,064	12/1/2016	9831473	11/28/2017	20170084882	3/23/2017	Issued
15/416,872	1/26/2017	10522425	12/31/2019	20170141357	5/18/2017	Issued
15/416,931	1/26/2017	10586742	3/10/2020	20170140999	5/18/2017	Issued
15/802,325	11/2/2017	10811324	10/20/2020	2018-0061719	3/1/2018	Issued
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14/096,656	12/4/2013	8906752	12/9/2014	20140087507	3/27/2014	Issued
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15/046,381	2/17/2016	9873273	1/23/2018	20160236494	8/18/2016	Issued
15/839,942	12/13/2017	10214037	2/26/2019	20180162151	6/14/2018	Issued
14/738,785	6/12/2015	9505245	11/29/2016	2015/0360462	12/17/2015	Issued
15/354,927	11/17/2016	9884501	2/6/2018	2017/0129265	5/11/2017	Issued
15/836,617	12/8/2017	10414181	9/17/2019	2018-0264862	9/20/2018	Issued
16/416,523	5/20/2019	10875329	12/29/2020	US-2019-0270325-A	9/5/2019	Issued
17/247,013	11/24/2020			US-2021-0086535-A	3/25/2021	Pending
14/788,609	6/30/2015	9700908	7/11/2017	2015/0298153	10/22/2015	Issued
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16/356,430	3/18/2019	11167303	11/9/2021	US-2019-0210052-A	7/11/2019	Issued
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13/528,896	6/21/2012	8809079	8/19/2014	20130153866	6/20/2013	Issued
13/528,901	6/21/2012	9012892	4/21/2015	20120326139	12/27/2012	Issued
15/351,424	11/14/2016	10115900	10/30/2018	20170141310	5/18/2017	Issued
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**SCHEDULE A**

**United States Trademark Registrations and Trademark Applications**

MARK	STATUS	APLN NO	DATE FILED	REG NO	REG DATE	CLASS CODE
K (Stylized)	Registered	77/700,920	Mar 27, 2009	3698378	Oct 20, 2009	042
K (Stylized)	Registered	85/342,371	Jun 9, 2011	4841594	Oct 27, 2015	002
K (Stylized)	Registered	85/342,371	Jun 9, 2011	4841594	Oct 27, 2015	007
K (Stylized)	Registered	85/342,371	Jun 9, 2011	4841594	Oct 27, 2015	009
K (Stylized)	Registered	85/342,371	Jun 9, 2011	4841594	Oct 27, 2015	040
KATEEVA	Registered	77/700,872	Mar 27, 2009	3698377	Oct 20, 2009	042
KATEEVA	Registered	85/342,372	Jun 9, 2011	4841595	Oct 27, 2015	002
KATEEVA	Registered	85/342,372	Jun 9, 2011	4841595	Oct 27, 2015	007
KATEEVA	Registered	85/342,372	Jun 9, 2011	4841595	Oct 27, 2015	009
KATEEVA	Registered	85/342,372	Jun 9, 2011	4841595	Oct 27, 2015	040
SMART MIXING	Registered	86/361,730	Aug 8, 2014	6013840	Mar 17, 2020	007
SMART MIXING	Registered	86/361,730	Aug 8, 2014	6013840	Mar 17, 2020	009
YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	002
YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	007
YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	009
YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	040
YIELDJET	Registered	86/123,623	Nov 19, 2013	5241772	Jul 11, 2017	042



**SCHEDULE A**

**United States Copyright Registrations**

**None.**

**Exhibit II-7**