

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVALANCHE TECHNOLOGY, INC.		02/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STRUCTURED ALPHA LP		
Street Address:	65 QUEEN STREET WEST		
Internal Address:	SUITE 2400		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 2M8		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4198751	AVALANCHE TECHNOLOGY	
Registration Number:	4237990	AVALANCHE	
Registration Number:	4946647	AVA	
Serial Number:	88196128	A	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	sallirampersad@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	147270.330256		
DOMESTIC REPRESENTATIVE			
Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		

OP \$115.00 4198751

Address Line 4: New York, NEW YORK 10018	
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	03/22/2022
Total Attachments: 23 source=Avalanche - AR IP Security Agreement - executed (002)#page1.tif source=Avalanche - AR IP Security Agreement - executed (002)#page2.tif source=Avalanche - AR IP Security Agreement - executed (002)#page3.tif source=Avalanche - AR IP Security Agreement - executed (002)#page4.tif source=Avalanche - AR IP Security Agreement - executed (002)#page5.tif source=Avalanche - AR IP Security Agreement - executed (002)#page6.tif source=Avalanche - AR IP Security Agreement - executed (002)#page7.tif source=Avalanche - AR IP Security Agreement - executed (002)#page8.tif source=Avalanche - AR IP Security Agreement - executed (002)#page9.tif source=Avalanche - AR IP Security Agreement - executed (002)#page10.tif source=Avalanche - AR IP Security Agreement - executed (002)#page11.tif source=Avalanche - AR IP Security Agreement - executed (002)#page12.tif source=Avalanche - AR IP Security Agreement - executed (002)#page13.tif source=Avalanche - AR IP Security Agreement - executed (002)#page14.tif source=Avalanche - AR IP Security Agreement - executed (002)#page15.tif source=Avalanche - AR IP Security Agreement - executed (002)#page16.tif source=Avalanche - AR IP Security Agreement - executed (002)#page17.tif source=Avalanche - AR IP Security Agreement - executed (002)#page18.tif source=Avalanche - AR IP Security Agreement - executed (002)#page19.tif source=Avalanche - AR IP Security Agreement - executed (002)#page20.tif source=Avalanche - AR IP Security Agreement - executed (002)#page21.tif source=Avalanche - AR IP Security Agreement - executed (002)#page22.tif source=Avalanche - AR IP Security Agreement - executed (002)#page23.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of February 28, 2022 by and between and STRUCTURED ALPHA LP ("SALP") as collateral agent (in such capacity, the "Secured Party") in connection with those certain Purchase Agreements (as defined herein), and AVALANCHE TECHNOLOGY, INC. ("Grantor").

RECITALS

A. Reference is made to the Intellectual Property Security Agreement dated April 13, 2017 between the Grantor and SALP (the "Original IP Security Agreement"), and to that certain Intellectual Property Security Agreement dated April 8, 2021 between the Grantor and SALP, as collateral agent (the "Second IP Security Agreement"), and to that certain Intellectual Property Security Agreement dated December 20, 2021 between the Grantor and Thomvest Ventures Opportunities III LP ("TVOLP") (the "TVOLP IP Security Agreement"), and, collectively with the Original IP Security Agreement and the Second IP Security Agreement, each as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively the "IP Security Agreements").

B. Pursuant to the terms of the IP Security Agreements, Grantor has granted to Secured Party 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.

C. SALP, TVOLP, the Secured Party and the Grantor are also parties to that certain Amended and Restated Security Agreement dated as of as of the date hereof (as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used but not defined herein are used as defined in the Security Agreement.

D. SALP, TVOLP, the Secured Party and the Grantor wish to amend and restate the IP Security Agreements as set forth below, to consolidate the intellectual property security agreements granted by the Grantor and to appoint the Secured Party as collateral agent.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Secured Party, for the benefit of SALP and TVOLP, 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 or 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, but excluding any 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 with the United States Patent and Trademark Office or otherwise (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 (other than licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works granted in the ordinary course of Grantor's business);

(i) All license fees and royalties arising from the use of any of the Copyrights, Patents, Trademarks, or Mask Works to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(k) 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 with the United States Patent and Trademark Office, the United States Copyright Office or any other governmental agency or office providing for the registering or perfection of security interests in any Intellectual Property Collateral, as applicable, upon request by Secured Party.

3. Authorization. Grantor hereby authorizes Secured Party 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. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Party with respect to the Intellectual Property Collateral are as provided

by the Security Agreement, the Transaction Documents 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. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

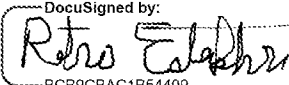
8. Appointment and General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Collateral Documents, each of TVOLP and SALP (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Secured Party as its agent hereunder and under the Security Agreement, (b) to confirm that the Secured Party shall have the authority to act as the exclusive agent of such Party for the enforcement of any provisions of this Agreement and the Security Agreement against the Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Intellectual Property Collateral or the Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against the Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or the Security Agreement and (d) to agree to be bound by the terms of this Agreement and the Security Agreement relating to the Intellectual Property Collateral. The powers conferred on the Secured Party hereunder are solely to protect TVOLP's and SALP's respective interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers (unless otherwise explicitly provided herein).

9. No Novation. This Agreement amends, restates and consolidates the IP Security Agreements. This Agreement shall not constitute a novation of any of the IP Security Agreements or an accord and satisfaction of any obligations owing to the Secured Party thereunder. The Grantor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Transaction Documents, as collateral security for the obligations owing to Secured Party, SALP or TVOLP under the Transaction Documents, and acknowledges that all such liens and security interests, and all Intellectual Property Collateral heretofore pledged as security for the obligations owing under the Transaction Documents, continues to be and remains Intellectual Property Collateral for such obligations from and after the date hereof in accordance with the terms of this Agreement. For the avoidance of doubt, the parties agree that this Agreement is a Transaction Document.

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

GRANTOR:

AVALANCHE TECHNOLOGY, INC.

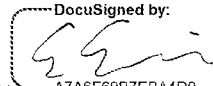
DocuSigned by:

-----BCB9CBAC1B54409-----

Title: President and CEO
Address: 3450 West Warren Avenue
Fremont, CA 94538

SECURED PARTY:

STRUCTURED ALPHA LP

By: Thomvest Asset Management Ltd., its
General Partner

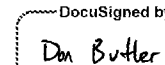
DocuSigned by:

By: -----A7A6F69B7EBA4D9-----
Name:

Title: Authorized Signatory

Acknowledged and agreed to:

THOMVEST VENTURES OPPORTUNITIES
III LP

By: Thomvest Ventures Management LLC,
its General Partner

DocuSigned by:

By: -----61866B5B39524D3-----
Name: Dan Butler

Title: Authorized Signatory