

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716602

<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>
Valencell, Inc.		03/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5376064	BENCHMARK	
<b>Registration Number:</b>	4660128		
<b>Registration Number:</b>	4404840	PERFORMTEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	03/24/2022		
<b>Total Attachments: 13</b>			
source=Western Alliance Bank- Valencell_-_IP_Security_Agreement(03.22)#page1.tif			
source=Western Alliance Bank- Valencell_-_IP_Security_Agreement(03.22)#page2.tif			

CH \$90.00 5376064

source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page3.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page4.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page5.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page6.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page7.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page8.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page9.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page10.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page11.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page12.tif  
source=Western Alliance Bank- Valencell\_-\_IP\_Security\_Agreement(03.22)#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 8, 2022, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and VALENCELL, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 23, 2020 (as amended, restated or otherwise modified from time to time, including, collectively, by that certain Default Waiver and First Amendment to Loan and Security Agreement dated as of August 31, 2020, that certain Second Amendment to Loan and Security Agreement dated as of March 31, 2021, that certain Third Amendment to Loan and Security Agreement dated as of November 16, 2021 and that certain Forbearance and Fourth Amendment to Loan and Security Agreement dated as of even date herewith, collectively, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth 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.

in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VALENCELL, INC.

By: DocuSigned by:  
Jon Scrimshaw; CFO  
050224E309594B9

Name: Jon Scrimshaw; CFO

Title: CFO

**BANK:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:  
Brian Kirkpatrick  
CF1BBDDFCE56440

Name: Brian Kirkpatrick

Title: Vice President, Portfolio Management

Address for Notices:

4601 Six Forks Road, Suite 103  
Raleigh, NC 27609

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax:(408) 282-1681

**[Signature Page to Intellectual Property Security Agreement]**