

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721657

<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>
BOTRISTA TECHNOLOGY, INC.		04/15/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Ventures, L.L.C.		
<b>Street Address:</b>	1325 Howard Avenue, #261		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6075840	BOTRISTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159472099		
<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>	4159472169		
<b>Email:</b>	qluflood@wsgr.com		
<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati, P.C.		
<b>Address Line 1:</b>	One Market Plaza, Spear Tower, Suite 330		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	30897.106		
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood		
<b>SIGNATURE:</b>	/Qui Lu Flood/		
<b>DATE SIGNED:</b>	04/15/2022		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of April 15, 2022 by **BOTRISTA TECHNOLOGY, INC.**, a Delaware corporation (the "**Grantor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders ("**Lenders**") identified on Schedule 1 to the Loan Agreement (as defined below).

### RECITALS

A. Lenders have made or will make certain advances of money and extend certain financial accommodations to the Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Grantor, Secured Party and Lenders dated as of April 15, 2022 (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Loan Agreement). Under the Loan Agreement, the Grantor has granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of the Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Secured Party a security interest in all of the 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, the Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, the Grantor grants and pledges to Secured Party a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (all of which shall collectively be called the "**Intellectual Property Collateral**"). This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement.

The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction Documents, 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies; provided that the provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

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 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 or supplement to this Agreement containing amended or additional exhibits, as applicable, reflecting such new Intellectual Property Collateral.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

*(signature page follows)*

*(Signature page to Intellectual Property Security Agreement)*

**TRADEMARK**  
**REEL: 007693 FRAME: 0991**

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

Address of Grantor:

2886 Middlefield Rd, Suite G  
Redwood City, CA 94063  
Attention: Sean Hsu, CEO

GRANTORS:

BOTRISTA TECHNOLOGY, INC.

By: 

Name: Hao-Che (Sean) Hsu

Title: President and Chief Executive Officer

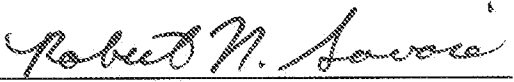
(Signature page to Intellectual Property Security Agreement)

Address of Secured Party:

1325 Howard Avenue, #261  
Burlingame, CA 94010-4212  
Attn: Chief Operating Officer

SECURED PARTY:

PINNACLE VENTURES, L.L.C.

By: 

Name: Robert N. Savoie

Title: Chief Operating Officer

EXHIBIT A

Copyrights

None.

**EXHIBIT B****Patents**

Grantor	Description	Region	Registration/ Application Number	Registration/ Application Date
Botrista Technology, Inc.	自动珍珠调理机(AUTOMATIC TAPIOCA BALLS COOKING MACHINE)	China	ZL201930071923.X	2019-08-27
Botrista Technology, Inc.	COOKING APPARATUS	Europe	006303236-0001 006303236-0002	2019-03-11
Botrista Technology, Inc.	COOKING APPARATUS	GB	90063032360001 90063032360002	2019-03-11
Botrista Technology, Inc.	自動珍珠調理機(AUTOMATIC TAPIOCA BALLS COOKING MACHINE)	Taiwan	D198670	2019-07-10
Botrista Technology, Inc.	AUTOMATIC TAPIOCA BALLS COOKING MACHINE	US	D901,972	2020-11-17
Botrista Technology, Inc.	攪拌器(BLENDER)	China	ZL201930395378.X	2020-01-10
Botrista Technology, Inc.	Blenders (part of -)	Europe	006083960-0001	2019-01-24
Botrista Technology, Inc.	Blenders (part of -)	GB	90060839600001	2019-01-24
Botrista Technology, Inc.	攪拌器之部分(PORION OF BLENDER)	Taiwan	D199581	2019-09-01
Botrista Technology, Inc.	BLENDER ATTACHMENT	US	D912,464	2021-03-09
Botrista Technology, Inc.	自動調理機(AUTOMATIC COOKING MACHINE)	Taiwan	I705783	2020-10-01
Botrista Technology, Inc.	具有攪拌棒的自動調理機(AUTOMATIC COOKING MACHINE HAVING A BLENDER)	Taiwan	I723935	2021-04-01
Botrista Technology, Inc.	具有自動換水機制的自動調理機(AUTOMATIC COOKING MACHINE WITH AUTOMATIC WATER REPLACING MECHANISM)	Taiwan	I723934	2021-04-01
Botrista Technology, Inc.	AUTOMATIC COOKING MACHINE	US	11,191,387	2021-12-07
Botrista Technology, Inc.	濾鍋(STRAINERS)	China	ZL201930072192.0	2019-07-09
Botrista Technology, Inc.	STRAINERS	Europe	006133161-0001 006133161-0002	2019-01-31
Botrista Technology, Inc.	STRAINERS	GB	90061331610001 90061331610002	2019-01-31



Grantor	Description	Region	Registration/ Application Number	Registration/ Application Date
Botrista Technology, Inc.	濾鍋之部分(PORION OF STRAINERS)	Taiwan	D199436	2019-09-01
Botrista Technology, Inc.	STRAINER	US	D924,640	2021-07-13
Botrista Technology, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US	D934,886	2021-11-02
Botrista Technology, Inc.	自动饮料调制机(AUTOMATIC BEVERAGE PREPARATION MACHINE)	China	ZL201930655521.4	2020-05-15
Botrista Technology, Inc.	自動飲料調製機之部分(PORION OF AUTOMATIC BEVERAGE PREPARATION MACHINE)	Taiwan	D206739	2020-08-21
Botrista Technology, Inc.	GRAPHICAL USER INTERFACES	Europe	008193015-0001 008193015-0002 008193015-0003 008193015-0004 008193015-0005 008193015-0006 008193015-0007 008193015-0008 008193015-0009 008193015-0010	2020-10-02
Botrista Technology, Inc.	GRAPHICAL USER INTERFACES	GB	90081930150001 90081930150002 90081930150003 90081930150004 90081930150005 90081930150006 90081930150007 90081930150008 90081930150009 90081930150010	2020-10-02
Botrista Technology, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	US	D938,475	2021-12-14
Botrista Technology, Inc.	ANIMATED GRAPHICAL USER INTERFACES	Europe	008193536-0001 008193536-0002 008193536-0003	2020-10-02
Botrista Technology, Inc.	ANIMATED GRAPHICAL USER INTERFACES	GB	90081935360001 90081935360002 90081935360003	2020-10-02
Botrista Technology, Inc.	GRAPHICAL USER INTERFACES	Europe	008192686-0001 008192686-0002 008192686-0003 008192686-0004	2020-10-05

Grantor	Description	Region	Registration/ Application Number	Registration/ Application Date
			008192686-0005 008192686-0006 008192686-0007 008192686-0008	
Botrista Technology, Inc.	GRAPHICAL USER INTERFACES	GB	90081926860001 90081926860002 90081926860003 90081926860004 90081926860005 90081926860006 90081926860007 90081926860008	2020-10-05
Botrista Technology, Inc.	ANIMATED GRAPHICAL USER INTERFACES	Europe	008193197-0001 008193197-0002	2020-10-05
Botrista Technology, Inc.	ANIMATED GRAPHICAL USER INTERFACES	GB	90081931970001 90081931970002	2020-10-05
Botrista Technology, Inc.	用於自動飲料調製機中的原料輸送裝置 (MATERIAL DISPENSING DEVICE FOR AUTOMATED BEVERAGE PREPARATION APPARATUS)	Taiwan	I740797	2021-09-21
Botrista Technology, Inc.	ANIMATED GRAPHICAL USER INTERFACES (part of-)	Europe	008509368-0001 008509368-0002 008509368-0003 008509368-0004 008509368-0005 008509368-0006	2021-04-19
Botrista Technology, Inc.	Machines and appliances for preparing food or drink, not elsewhere specified (part of -)	Europe	008561427-0001 008561427-0002 008561427-0003	2021-06-02
Botrista Technology, Inc.	Fluid connectors (part of -)	Europe	008668743-0001 008668743-0002 008668743-0003	2021-09-24
Botrista Technology, Inc.	AUTOMATIC COOKING MACHINE HAVING A BLENDER	US	17/506,191	2021-10-20
Botrista Technology, Inc.	AUTOMATIC COOKING MACHINE WITH AUTOMATIC WATER REPLACING MECHANISM	US	17/506,188	2021-10-20
Botrista Technology, Inc.	AUTOMATIC BEVERAGE PREPARATION MACHINE	US	D944,580	2022-03-01

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Botrista Technology, Inc.	BOTRISTA	6,075,840	2020-06-09

EXHIBIT D

Mask Works

None.