

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verkada Inc.		07/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5848598	V	
Registration Number:	5848597	VERKADA	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	05T5-358518		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	07/18/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July 15, 2022 by Verkada Inc., a Delaware corporation ("Verkada" or, together with any other entity that may become a party hereto as provided herein, each a "Grantor" and, collectively, the "Grantors"), in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, "Agent") for the banks and other financial institutions or entities (collectively, the "Lenders") from time to time party to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Verkada, the Lenders party thereto and the Agent.

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Verkada (the "Loans") in the amounts and manner set forth in the Credit Agreement.

B. To secure the Loans, Verkada, and the certain other direct and indirect affiliates of Verkada party thereto from time to time (collectively, the "Loan Parties") have entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified, renewed or replaced from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor has granted to Agent 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, including the Copyrights, Trademarks, and Patents; capitalized terms used but not otherwise defined herein are as defined in the Collateral Agreement.

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 Verkada's obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Verkada's obligations under the Credit Agreement, each Grantor grants and pledges to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such 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) all Copyrights (including, without limitation, those set forth on Exhibit A attached hereto);

(b) all Patents (including, without limitation, those set forth on Exhibit B attached hereto);

(c) all Trademarks (including, without limitation, those set forth on Exhibit C attached hereto);

(d) [reserved];

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

(f) 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; provided, however, that notwithstanding anything to the contrary contained in clauses (a) through (f) above, the security interests created by this Agreement shall not extend to, and the term “Intellectual Property Collateral” (including all of the individual items comprising Intellectual Property Collateral) shall not include, any Excluded Assets.

Notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (i) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent are not permitted under the terms and conditions of the Credit Agreement or (ii) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9406, 9407, 9408 or 9409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Intellectual Property Collateral that does not result in such consequences; and provided, further, that no United States intent-to-use trademark or service mark application shall be included in the Intellectual Property Collateral 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 or service mark application under Federal law. After such period, each Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Intellectual Property Collateral.

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 Agent.

3. [Reserved].

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement or the Collateral Agreement, as applicable, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Collateral Agreement, 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.

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 permitted in accordance with the provisions of the Credit Agreement.

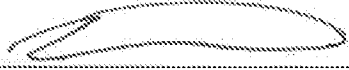
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

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

GRANTOR:

VERKADA INC.

By: 

Name: Kameron Rezai

Title: Chief Financial Officer

AGENT:

SILICON VALLEY BANK


By: 
Name: Gabe Schneider
Title: Vice President

EXHIBIT A

Copyrights of Grantor

None.

EXHIBIT B

Patents of Grantor

Issued Patents of Verkada Inc.

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
US	8,736,418	May 27, 2014	Bruno Bozionek Dieter Klaus Jurgen Luers Hubert Niemeier	Method And Central Device For Controlling Access To Secure Areas Or Devices
DE, AT, CH, FR, GB	EP1955287		Bruno Bozionek Dieter Klaus Jurgen Luers Hubert Niemeier	Method And Central Device For Controlling Access To Secure Areas Or Devices
US	7,167,519	January 23, 2007	Dorin Comaniciu Alessio Del Bue Visvanathan Ramesh	Real-Time Video Object Generation For Smart Cameras
US	7,764,736	July 27, 2010	Dorin Comaniciu Alessio Del Bue Visvanathan Ramesh	Real-Time Video Object Generation For Smart Cameras
US	9,020,268	April 28, 2015	Andreas Hutter Thomas Riegel Tobias Schwarze	Method And Apparatus For Annotating Multimedia Data In A Computer-Aided Manner
US	9,282,296	March 8, 2016	Xiang Gao Vinay Damodar Shet Xianjun S. Zheng Sushil Mittal Mayank Rana Maneesh Kumar Singh Bernhard Agthe Andreas Hutter	Configuration Tool For Video Analytics

Pending Patent Applications of Verkada Inc.

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US	17/700,396	Mar 21, 2022	Yi Xu Mayank Gupta Xia Yang Yuanyuan Chen Zixiao (Shawn)	Hyperzoom Attribute Analytics On The Edge
US	17/700,383	Mar 21, 2022	Yi Xu Mayank Gupta Xia Yang Yuanyuan Chen Zixiao (Shawn)	People And Vehicle Analytics On The Edge
US	17/716,424	April 8, 2022	Yunchao Gong Kiumars Soltani Yuewei Wang Kabir Chhabra	Enhanced Encryption For Face-Related Data
US	17/716,363	April 8, 2022	Yunchao Gong Kiumars Soltani Yuewei Wang Kabir Chhabra	Enhanced Storage And Data Retrieval For Face-Related Data

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US	63/363,442	April 22, 2022	Yi Xu Mayank Gupta Yunchao Gong Suraj Arun Vathsa	Automatic License Plate Recognition
US	63/364,800	May 16, 2022	Karl Erik Gustav Rehnby Julia Lin Arjun Krishnaiah	Approaches To Sharing Pertinent Security Information With The Public

EXHIBIT C

Trademarks of Grantor

Registered Trademarks of Verkada Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
United States	5848598	September 3, 2019	July 9, 2018	V Design
United States	5848597	September 3, 2019	July 9, 2018	VERKADA
EUTM	18081438	October 2, 2019	June 12, 2019	VERKADA
EUTM	18081437	October 2, 2019	June 12, 2019	V Design
UK (comparable UK registration arising out of EUTM following end of Brexit transition period)	18081438	October 2, 2019	June 12, 2019	VERKADA
UK (comparable UK registration arising out of EUTM following end of Brexit transition period)	18081437	October 2, 2019	June 12, 2019	V Design
United Kingdom	3406164	August 30, 2019	June 12, 2019	VERKADA
United Kingdom	3406161	September 20, 2019	June 12, 2019	V Design
Australia	2058982	February 19, 2020	February 19, 2020	VERKADA

Pending Trademark Applications of Verkada Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
None.			