

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM760146

<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>
BRIGHT MACHINES AUTOMATION CORP.		10/07/2022	Corporation: DELAWARE
BRIGHT MACHINES, INC.		10/07/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90716541		
<b>Serial Number:</b>	90716543	BRIGHT MACHINES	
<b>Serial Number:</b>	90716526	BRIGHTWARE	
<b>Serial Number:</b>	90716539	BRIGHTWARE	
<b>Serial Number:</b>	97232137	RETHINK MANUFACTURING	
<b>Serial Number:</b>	97232142	RETHINK MANUFACTURING	
<b>Serial Number:</b>	97232145	RETHINK MANUFACTURING	
<b>Serial Number:</b>	97232151	RETHINK MANUFACTURING	
<b>Serial Number:</b>	97232154	RETHINK MANUFACTURING	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		

OP \$240.00 90716541

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1806936
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	10/10/2022
<b>Total Attachments: 5</b> source=1807039 Closing Copy (A&R) - E.2 - First Supplement to IPSA - Bright Machines#page1.tif source=1807039 Closing Copy (A&R) - E.2 - First Supplement to IPSA - Bright Machines#page2.tif source=1807039 Closing Copy (A&R) - E.2 - First Supplement to IPSA - Bright Machines#page3.tif source=1807039 Closing Copy (A&R) - E.2 - First Supplement to IPSA - Bright Machines#page4.tif source=1807039 Closing Copy (A&R) - E.2 - First Supplement to IPSA - Bright Machines#page5.tif	

**FIRST SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplement to Intellectual Property Security Agreement (this “*Supplement*”) is made as of October 7, 2022 by **BRIGHT MACHINES, INC.**, a Delaware corporation (“Bright Machines”) and **BRIGHT MACHINES AUTOMATION CORP.**, a Delaware corporation (“Automation”; Bright Machines and Automation are referred to herein, individually and collectively, as the context requires, jointly and severally, as “Grantor”) in favor of **SILICON VALLEY BANK**, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (“Agent”).

**WHEREAS**, Silicon Valley Bank, SVB Innovation Credit Fund VIII, L.P., a Delaware limited partnership, Innovation Credit Fund VIII-A, L.P., a Delaware limited partnership, and Hercules Capital, Inc., a Maryland corporation (individually and collectively, the “Lenders”) agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Agent, the Lenders and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

**WHEREAS**, Grantor previously executed and delivered that certain Intellectual Property Security Agreement, dated October 25, 2021 (as amended of record from time to time hereinafter, the “*IP Agreement*”), in favor of Agent pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with the Patent division of the United States Patent and Trademark Office on October 26, 2021 at Reel 057911, Frame 0323 and the Trademark division of the United States Patent and Trademark Office on October 26, 2021 at Reel 7472, Frame 0164.

**WHEREAS**, the Grantor has developed additional patents and trademarks, and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Bank.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Supplement to Exhibit B. Exhibit B to the IP Agreement is hereby supplemented, but not replaced, by Exhibit B-1 annexed hereto.
3. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
4. Miscellaneous:

Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein in all material respects.

This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

The terms of Section 5 (*Execution in Counterparts*) and Section 7 (*Governing Law*) of the IP Agreement with respect to counterparts, electronic execution and delivery, and governing law are incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

**GRANTOR:**

**BRIGHT MACHINES, INC.**

DocuSigned by:  
By: Lior Susan  
Name: Lior Susan  
Title: Interim Chief Executive Officer

**BRIGHT MACHINES AUTOMATION CORP.**

DocuSigned by:  
By: Lior Susan  
Name: Lior Susan  
Title: President, Chief Executive Officer,  
Vice President and Treasurer

**EXHIBIT B-1**

## Patents and Patents Applications

<b>Country</b>	<b>Status</b>	<b>Application Number Application Date</b>	<b>Patent Number Patent Date</b>	<b>Owner</b>
USA	Pending	14/536,370 11/7/2014		Bright Machines, Inc.
USA	Issued	13/656,592 10/19/2012	8707221 4/22/2014	Bright Machines, Inc.
USA	Issued	13/656,593 10/19/2012	9202555 12/1/2015	Bright Machines, Inc.
USA	Published	17/454,217 11/9/2021		Bright Machines, Inc.
USA	Published	17/804,585 5/30/2022		Bright Machines, Inc.
USA	Pending	17/380,000 7/19/2021		Bright Machines, Inc.
USA	Pending	17/812,154 7/12/2022		Bright Machines, Inc.
USA	Pending	17/361,092 6/28/2021		Bright Machines, Inc.

**EXHIBIT C-1**

## Trademarks and Trademark Applications

No.	Trademark	Country	Status	Application Number Application Date	Registration No. Registration Date	Owner
1	Bright Machines Square Logo, No Color Claimed	USA	Allowed	90716541 5/17/2021		Bright Machines, Inc.
2	BRIGHT MACHINES	USA	Allowed	90716543 5/17/2021		Bright Machines, Inc.
3	BRIGHTWARE	USA	Allowed	90716526 5/17/2021		Bright Machines, Inc.
4	BRIGHTWARE	USA	Allowed	90716539 5/17/2021		Bright Machines, Inc.
5	RETHINK MANUFACTURING	USA	Pending	97232137 1/21/2022		Bright Machines, Inc.
6	RETHINK MANUFACTURING	USA	Pending	97232142 1/21/2022		Bright Machines, Inc.
7	RETHINK MANUFACTURING	USA	Pending	97232145 1/21/2022		Bright Machines, Inc.
8	RETHINK MANUFACTURING	USA	Pending	97232151 1/21/2022		Bright Machines, Inc.
9	RETHINK MANUFACTURING	USA	Pending	97232154 1/21/2022		Bright Machines, Inc.