## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM761336

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bedrock Automation Platforms, Inc.		10/14/2022	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Analog Devices, Inc.
Street Address:	One Analog Way
City:	Wilmington
State/Country:	MASSACHUSETTS
Postal Code:	01887
Entity Type:	Corporation: MASSACHUSETTS

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	86685178	BEDROCK
Serial Number:	86156870	BLACK FABRIC
Serial Number:	86494980	OSA
Serial Number:	90895642	OSA ZERO TRUST DEVICE
Serial Number:	90895641	OSA ZTD

### **CORRESPONDENCE DATA**

Fax Number: 6175265000

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.

Phone: 617-526-6658

Email: janey.davidson@wilmerhale.com

**Correspondent Name:** John V. Hobgood, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	02955.788
NAME OF SUBMITTER:	John V. Hobgood
SIGNATURE:	/john v. hobgood/
DATE SIGNED:	10/14/2022

# Total Attachments: 12 source=ADI-Bedrock security#page1.tif source=ADI-Bedrock security#page2.tif source=ADI-Bedrock security#page3.tif source=ADI-Bedrock security#page4.tif source=ADI-Bedrock security#page5.tif source=ADI-Bedrock security#page6.tif source=ADI-Bedrock security#page7.tif source=ADI-Bedrock security#page8.tif source=ADI-Bedrock security#page9.tif source=ADI-Bedrock security#page10.tif source=ADI-Bedrock security#page11.tif source=ADI-Bedrock security#page12.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of October 14, 2022 (this "<u>Agreement</u>"), between BEDROCK AUTOMATION PLATFORMS, INC., a Delaware corporation ("<u>Grantor</u>") and ANALOG DEVICES, INC., a Massachusetts corporation, or its registered assigns, (together with successors in title and assigns, hereinafter referred to as "<u>ADI</u>") is made with reference to that certain Senior Secured Promissory Note dated as of October 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Note</u>"). Terms defined in the Note shall have the same meaning when used in this Agreement.

WHEREAS, under the terms of the Note, Grantor has granted to ADI a security interest in, among other property, all intellectual property of Grantor, and has agreed in connection therewith to execute this Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Note, Grantor grants and pledges to ADI for its benefit a security interest in all of Grantor's right, title, and interest in, to and under its intellectual property, (collectively, the "<u>Intellectual Property Collateral</u>"), including, without limitation, the following:
- (a) patents, patent applications, and the like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit A**:
- (b) trademarks and servicemark rights, whether registered or not, trademark applications, and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks and tradenames (collectively, the "<u>Trademarks</u>"), including the Trademarks described in **Exhibit B**;
- (c) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (d) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (e) design rights;
- (f) claims for damages and injunctive relief by way of past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages for said use or infringement of the intellectual property rights identified above;
- (g) licenses or other rights to use any of the Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
  - (h) amendments, renewals and extensions of any of the Patents, Trademarks, or Mask Works;

- (i) 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. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Grantor.

Grantor hereby authorizes ADI 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.

- 3. <u>Note Documents</u>. The rights and remedies of ADI with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to ADI as a matter of law or equity. Each right, power and remedy of ADI provided for herein or in the Note, 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 ADI of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by ADI of any other rights, powers or remedies. This Agreement and any rights granted hereunder shall terminate upon the termination of the Note pursuant to its terms.
- 4. <u>Execution in Counterparts</u>. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.
- 5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without ADI's express prior written consent, and any such attempted assignment shall be void and of no effect. ADI may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Note without prior notice to Grantor, and all of such rights shall inure to the benefit of ADI's successors and assigns.
- 6. <u>Governing Law.</u> This Agreement has been negotiated and delivered to ADI in the Commonwealth of Massachusetts, and shall have been accepted by ADI in the Commonwealth of Massachusetts. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.
- 7. <u>Electronic Execution of Certain Other Documents</u>. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by ADI, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic

Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and ADI have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BEDROCK AUTOMATION PLATFORMS, INC.

By:

James Mollica

--- DocuSigned by:

Name: James Mollica
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

ANALOG DEVICES, INC.

~DocuSigned by: Rebeua Diaz Name: Rebecca Diaz

Title: Vice President, Finance and Treasurer

[Signature Page to Intellectual Property Security Agreement]

## Exhibit A Patents

7 1/14/2020 Granted Pending	7 1/14/2020 Granted Pending 7 4/7/2020 Granted	O Granted Pending Granted Allowed
5 Granted Granted Pending	15 Granted  O Granted  Pending  Granted	15 Granted 0 Granted Pending Granted Allowed
Granted Pending	O Granted Pending Granted	O Granted Pending Granted Allowed
	4/7/2020 Pending  4/7/2020 Granted	4/7/2020 Granted Allowed
	4/7/2020 Granted	4/7/2020 Granted Allowed

	SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	3/21/2017	9,600,434	8/26/2016	15/247,998
l	SMART POWER SYSTEM	Granted	3/9/2021	10,944,289	6/26/2018	16/019,024
	COMMUNICATIONS CONTROL SYSTEM WITH A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	1/19/2021	10,896,145	4/9/2018	15/948,418
	OPERATOR ACTION AUTHENTICATION IN AN INDUSTRIAL CONTROL SYSTEM	Granted	11/10/2020	10,834,094	10/20/2014	14/519,066
	INDUSTRIAL CONTROL SYSTEM REDUNDANT COMMUNICATION/CONTROL MODULES AUTHENTICATION	Granted	11/10/2020	10,833,872	5/23/2018	15/986,923
	INDUSTRIAL CONTROL SYSTEM CABLE	Granted	11/10/2020	10,834,820	7/30/2014	14/446,412
	ELECTROMAGNETIC CONNECTOR	Granted	11/10/2020	10,832,861	12/4/2017	15/830,587
	SECURE INDUSTRIAL CONTROL SYSTEM	Granted	11/3/2020	10,824,711	9/27/2017	15/717,452
'	METHODS FOR CONSOLIDATING MODULE TYPES FOR INDUSTRIAL CONTROL SYSTEMS	Granted	10/11/2016	9,465,379	11/18/2014	14/401,969
TRA	COMMUNICATIONS CONTROL SYSTEM WITH A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	10/11/2016	9,465,762	9/30/2014	14/502,006
DEM	INDUSTRIAL CONTROL SYSTEM REDUNDANT CONTROLLER AUTHENTICATION	Granted	10/11/2016	9,467,297	10/20/2014	14/519,047
ARK <sup>'</sup>	ELECTROMAGNETIC CONNECTORS (FILED BY BLAKELY SOKOLOFF)	Granted	9/20/2016	9,449,756	5/2/2013	13/875,858
	ELECTROMAGNETIC CONNECTOR	Granted	9/6/2016	9,437,967	8/6/2013	13/959,888

	TAMPER RESISTANT MODULE FOR INDUSTRIAL CONTROL SYSTEM	Granted	3/1/2022	11,263,355	1/13/2020	16/741,120
	ELECTROMAGNETIC CONNECTOR	Granted	12/19/2017	9,847,681	8/26/2016	15/248,006
	COMMUNICATION NETWORK HOPPING ARCHITECTURE	Granted	12/14/2021	11,201,837	6/3/2019	16/429,783
	METHODS FOR CONSOLIDATING MODULE TYPES FOR INDUSTRIAL CONTROL SYSTEMS	Granted	12/5/2017	9838001	10/10/2016	15/289,379
- 1	ELECTROMAGNETIC CONNECTOR	Granted	12/5/2017	9837205	1/15/2015	14/597,498
	SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	11/7/2017	9,811,490	3/16/17	15/460,844
	IMAGE CAPTURE DEVICES FOR A SECURE INDUSTRIAL CONTROL SYSTEM	Granted	10/12/2021	11,144,630	12/16/2016	15/381,667
I	SECURE INDUSTRIAL CONTROL SYSTEM	Granted	10/3/2014	9,779,229	11/16/2015	14/942,305
1	SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	8/17/2021	11,093,427	4/20/2020	16/853,555
_ '	INPUT/OUTPUT MODULE WITH MULTI-CHANNEL SWITCHING CAPABILITY	Granted	8/8/2017	9,727,511	2/10/2015	14/618,292
Ť	INPUT/OUTPUT MODULE WITH MULTI-CHANNEL SWITCHING CAPABILITY	Granted	7/6/2021	11,055,246	8/1/2017	15/665,950
RADE	METHODS FOR CONSOLIDATING MODULE TYPES FOR INDUSTRIAL CONTROL SYSTEMS	Granted	5/11/2021	11,005,470	12/4/2017	15/830,638
EMAR	COMMUNICATION NETWORK HOPPING ARCHITECTURE	Granted	5/9/2017	9,647,961	8/1/2014	14/449,722
K	COMMUNICATIONS CONTROL SYSTEM WITH A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	4/25/2017	9,632,964	10/10/2016	15/289,613

SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Published			8/17/2021	17/404,270
INDUSTRIAL CONTROL SYSTEM REDUNDANT COMMUNICATIONS/CONTROL MODULES AUTHENTICATION	Pending			11/10/2020	17/094,013
ELECTROMAGNETIC CONNECTOR	Granted	3/3/2015	8,971,072	12/30/2011	13/341,143
COMMUNICATIONS CONTROL SYSTEM WITH A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	10/21/2014	8,868,813	12/30/2011	13/341,176
SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	10/14/2014	8,862,802	12/30/2011	13/341,161
SECURE INDUSTRIAL CONTROL SYSTEM	Granted	8/30/2022	11,429,710	10/13/20	17/069,323
INDUSTRIAL CONTROL SYSTEM REDUNDANT COMMUNICATIONS/CONTROL MODULES AUTHENTICATION	Allowed			10/7/2016	15/287,937
IMAGE CAPTURE DEVICES FOR A SECURE INDUSTRIAL CONTROL SYSTEM	Granted	4/26/2022	11,314,854	3/31/2020	16/836,690
COMMUNICATIONS CONTROL SYSTEM WITH A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	4/10/2018	9940296	4/19/2017	15/491,562

COMMUNICATIONS CONTROL MODULE FOR AN INDUSTRIAL CONTROL SYSTEM	Granted	1/27/2015	D721,707	8/6/2013	29/462,575
INPUT OUTPUT MODULE FOR AN INDUSTRIAL CONTROL SYSTEM	Granted	1/27/2015	D721,706	8/6/2013	29/462,574
BACKPLANE FOR AN INDUSTRIAL CONTROL SYSTEM (ICS)	Granted	1/17/2017	D776,630	6/13/2016	29/567,841
BACKPLANE FOR AN INDUSTRIAL CONTROL SYSTEM (ICS)	Granted	6/14/2016	D758,978	8/6/2013	29/462,572
IP VISION	N/A	N/A	N/A	N/A	N/A
SMART POWER SYSTEM	Abandoned			8/26/2014	14/381,140
SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE	Granted	4/21/2020	10,628,361	11/2/2017	15/801,589
ELECTROMAGNETIC CONNECTORS	Granted	11/24/2020	10,848,012	12/12/2017	15/838,857
COMMUNICATION NETWORK HOPPING ARCHITECTURE	Published			12/14/2021	17/550,460
IMAGE CAPTURE DEVICES FOR A SECURE INDUSTRIAL CONTROL SYSTEM	Pending			4/26/2022	17/729,445
OPERATOR ACTION AUTHENTICATION IN AN INDUSTRIAL CONTROL SYSTEM	Published			11/10/2020	17/093,950
CYBER SECURITY PLATFORM AND METHOD	Pending			3/19/2016	16/358,161
TAMPER RESISTANT MODULE FOR INDUSTRIAL CONTROL SYSTEM	Published			3/1/2022	17/683,706
SECURE INDUSTRIAL CONTROL SYSTEM	Pending			6/9/2022	17/836,464
SMART POWER SYSTEM	Published			3/9/2021	17/196,224

29/685,723	62/669,134	62/644,827	14/519,032	29/462,576
3/29/2019	5/9/2018	3/19/2018	10/20/2014	8/6/2013
D914595				D714,213
3/31/2021				9/30/2014
Granted	Pending	Expired	Abandoned	Granted
MODULE FOR AN INDUSTRIAL CONTROL SYSTEM	INDUSTRIAL CONTROL SYSTEM PROXY DEVICE	CYBER SECURITY PLATFORM AND METHOD	SECURE POWER SUPPLY FOR AN INDUSTRIAL CONTROL SYSTEM	POWER MODULE
	T	RAE	DEMA	'RK

Exhibit B

Trademarks

_	_1 _	_	_		
OSA ZTD	OSA ZERO TRUST DEVICE	OSA	BLACK FABRIC	BEDROCK	Viark
United States 9	United States 9	United States	United States	United States	Country
9	9	9	9	9	Class
Pending	Pending	Registered	Registered	Registered	Class Status
8/22/2021	8/22/2021	1/5/2015	1/3/2014	7/7/2015	Filed Date
90/895,641	90/895,642	86/494,980	86/156,870	86/685,178	App. Senal No.
		1/17/2017	8/2/2016	12/5/2017	Reg. Date
		5,124,883	5,013,310	5,351,009	Reg. No.
Bedrock Automation Platforms, Inc.	Untreat Owner				

TRADEMARK REEL: 007868 FRAME: 0821

RECORDED: 10/14/2022