

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPEN-SILICON, INC.		10/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	115 S. LASALLE STREET, 36TH FLOOR WEST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6563975		
Registration Number:	6556506	OPENFIVE	
Registration Number:	6563976	OPENFIVE	
Registration Number:	6563977	OPENFIVE	
Registration Number:	4041080	OPEN-SILICON	
Registration Number:	5137495	YOUR IDEA. DELIVERED.	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	958279-000008		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	11/08/2022		

CH \$165.00 6563975

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 12, 2022, (this “Agreement”), by Alphawave IP Group plc, a private limited company incorporated under the laws of England and Wales and Open-Silicon, Inc., a Delaware Corporation (each individually, a “Grantor” and collectively, the “Grantors”) in favor of Bank of Montreal, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain US Pledge and Security Agreement, dated as of October 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the “Grantors” party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Alphawave IP Group plc, a public limited company incorporated under the laws of England and Wales (the “English Borrower”), Alphawave Holdings Corp., a Delaware corporation (the “U.S. Borrower”), Alphawave IP Inc., an Ontario corporation (the “Canadian Borrower”; the Canadian Borrower, the English Borrower and the U.S. Borrower are referred to herein collectively as the “Borrowers” and individually as a “Borrower”), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative

Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALPHAWAVE IP GROUP PLC



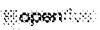


By: 
Name: Antonios Pialis
Title: President and Chief Executive Officer

OPEN-SILICON, INC.

By: 
Name: Antonios Pialis
Title: President and Chief Executive Officer

SCHEDULE I

United States Trademark Registrations and Trademark Applications

Owner	Country	Trademark	Application Number Application Date	Registration Number Registration Date
Open-Silicon, Inc.	United States	Dot Logo 	90/119586 08/17/2020	6563975 11/16/2021
Open-Silicon, Inc.	United States	OPENFIVE	90/107399 08/11/2020	6556506 11/09/2021
Open-Silicon, Inc.	United States	OPENFIVE & Dot Logo (B&W) 	90/119587 08/17/2020	6563976 11/16/2021
Open-Silicon, Inc.	United States	OPENFIVE & Dot Logo (Color) 	90/119592 08/17/2020	6563977 11/16/2021
Open-Silicon, Inc.	United States	OPEN-SILICON	85/237799 02/09/2011	4041080 10/18/2011
Open-Silicon, Inc.	United States	YOUR IDEA. DELIVERED.	87/091262 07/01/2016	5137495 02/07/2017
Alphawave IP Group plc	United States	ALPHAWAVE IP	79322175 8/10/2021	Pending
Alphawave IP Group plc	United States		79322168 8/10/2021	Pending
Alphawave IP Group plc	United States		79322167 8/10/2021	Pending

SCHEDULE II

United States Patent Registrations and Patent Applications

Qty	Title	Appl. No.	Patent No.	Assignee
US	METHOD OF IC DESIGN OPTIMIZATION VIA CREATION OF DESIGN-SPECIFIC CELLS FROM POST-LAYOUT PATTERNS	11/805947	7941776	Open-Silicon, Inc.
US	SHIFT-FREQUENCY SCALING	12/080878	7805648	Open-Silicon, Inc.
US	HIGH SPEED AND LOW POWER HASHING SYSTEM AND METHOD	14/563838	9960909	Open-Silicon, Inc.
US	CROSS-COUPLED HIGH-SPEED, LOW POWER LEVEL SHIFTER	16/827,963	10965278	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	LOW-SWING SCHMITT TRIGGERS	16/827,989	11296683	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	LOW-SWING SCHMITT TRIGGERS	17/690,583 (division of U.S Patent No. 11296683)	n/a	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	WIDE FREQUENCY RANGE STEP SIZE PROGRAMMABILITY FOR DELAY-LOCKED LOOPS USING VARIABLE BIAS VOLTAGE GENERATION	16/827,969	11063597	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	ZERO STATIC HIGH-SPEED, LOW POWER LEVEL SHIFTER	16/827,985	11025237	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	DIFFERENTIAL CLOCK DUTY CYCLE CORRECTOR CIRCUITS	63/295,816	Pending	Open-Silicon, Inc. (assigned from SiFive, Inc.)
US	WIDE FREQUENCY RANGE VOLTAGE CONTROLLED OSCILLATOR (VCO)	63/284,342	Pending	Open-Silicon, Inc. (assigned from SiFive, Inc.)

SCHEDULE III

United States Copyright Registrations and Copyright Applications

None.