

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement of IP Security Agreement recorded at Reel 7868 and Frame 0808		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bedrock Automation Platforms, Inc.		12/14/2022	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	
Registration Number:	5351009	BEDROCK	
Registration Number:	5013310	BLACK FABRIC	
Registration Number:	5124883	OSA	
Serial Number:	90895642	OSA ZERO TRUST DEVICE	
Serial Number:	90895641	OSA ZTD	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	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:	0002955.788		
NAME OF SUBMITTER:	John V. Hobgood		
SIGNATURE:	/john v. hobgood/		

OP \$140.00 5351009

DATE SIGNED:	12/15/2022
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Total Attachments: 12

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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

WHEREAS, ADI and Grantor entered into that certain Senior Secured Promissory Note, dated October 14, 2022 (the “October 14 Note”), and subsequently entered into that certain Senior Secured Promissory Note dated October 31, 2022 (the “October 31 Note”);

WHEREAS, in connection with the October 14 Note, ADI and Grantor entered into a U.S. Intellectual Property Security Agreement dated October 14, 2022 (the “Original IP Security Agreement”), which granted a security interest in certain patents and trademarks as recorded in the United States Patent and Trademark Office (the “USPTO”) on October 14, 2022 at Reel 061684 and Frame 0964 (patents) and Reel 7868 and Frame 0808 (trademarks);

WHEREAS, pursuant to the Note, ADI and Grantor have agreed to consolidate and memorialize the October 14 Note and the October 31 Note, which are each amended and restated in their entirety pursuant to the terms of the Note;

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, which amends and restates the Original IP Security Agreement pursuant to the terms herein; and

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. Amendment and Restatement. This Agreement is an amendment and restatement in its entirety of the Original IP Security Agreement and shall be effective as of the first date the Original IP Security Agreement was deemed effective. The execution of this Agreement shall not in any circumstance be deemed to terminate, extinguish, release or in any way alter any security interest granted to ADI under the Original IP Security Agreement, and all of the terms of the Original IP Security Agreement are and remain in effect except as expressly amended herein.

2. Grant of Security Interest. 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 “Intellectual Property Collateral”), 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 "Trademarks"), 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;
and

(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.

3. Recordation. 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.

4. Note Documents. 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.

5. Execution in Counterparts. 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.

6. 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.

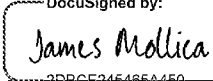
7. Governing Law. This Agreement has been negotiated and delivered to ADI in the Commonwealth of Massachusetts, and shall have been accepted by ADI in the Commonwealth of Massachusetts. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

8. Electronic Execution of Certain Other Documents. 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]

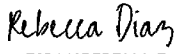
IN WITNESS WHEREOF, Grantor and ADI have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BEDROCK AUTOMATION PLATFORMS, INC.

By:  _____
Name: James Mollica
Title: Secretary

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

ANALOG DEVICES, INC.

DocuSigned by:

By: _____
Name: Rebecca Diaz
Title: Vice President, Finance and Treasurer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

Exhibit A
Patents

Application No.	Filing Date	Patent No.	Issue Date	Status	Title
17/094,069	11/10/2020			Allowed	INDUSTRIAL CONTROL SYSTEM CABLE
16/842,131	4/7/2020			Allowed	SECURE POWER SUPPLY FOR AN INDUSTRIAL CONTROL SYSTEM
17/368,247	7/6/2021			Pending	INPUT/OUTPUT MODULE WITH MULTI-CHANNEL SWITCHING CAPABILITY
15/586,410	5/4/2017	10,313,273	6/4/2019	Granted	COMMUNICATION NETWORK HOPPING ARCHITECTURE
17/101,607	11/23/2020			Allowed	ELECTROMAGNETIC CONNECTORS
17/317,453	5/11/2021			Published	METHODS FOR CONSOLIDATING MODULE TYPES FOR INDUSTRIAL CONTROL SYSTEMS
14/469,931	8/27/2014	9,191,203	11/17/2015	Granted	SECURE INDUSTRIAL CONTROL SYSTEM
14/918,558	10/20/2015	10,534,937	1/14/2020	Granted	TAMPER RESISTANT MODULE FOR INDUSTRIAL CONTROL SYSTEM
17/899,201	8/30/2022			Pending	SECURE INDUSTRIAL CONTROL SYSTEM
15/096,701	4/12/2016	10,613,567	4/7/2020	Granted	SECURE POWER SUPPLY FOR AN INDUSTRIAL CONTROL SYSTEM
17/094,351	11/10/2020			Allowed	ELECTROMAGNETIC CONNECTOR
14/501,974	9/30/2014	9,436,641	9/6/2016	Granted	SWITCH FABRIC HAVING A SERIAL COMMUNICATIONS INTERFACE AND A PARALLEL COMMUNICATIONS INTERFACE

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

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

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

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

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29/462,576	8/6/2013	D714,213	9/30/2014	Granted	POWER MODULE
14/519,032	10/20/2014			Abandoned	SECURE POWER SUPPLY FOR AN INDUSTRIAL CONTROL SYSTEM
62/644,827	3/19/2018			Expired	CYBER SECURITY PLATFORM AND METHOD
62/669,134	5/9/2018			Pending	INDUSTRIAL CONTROL SYSTEM PROXY DEVICE
29/685,723	3/29/2019	D914595	3/31/2021	Granted	MODULE FOR AN INDUSTRIAL CONTROL SYSTEM

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Exhibit B
Trademarks

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