

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782285

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY name previously recorded on Reel 007902 Frame 0538. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OWLET BABY CARE, INC.		11/23/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	94052
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4804561	OWLET
Registration Number:	4872003	
Registration Number:	5037581	REST ASSURED
Registration Number:	4901590	UP ALL NIGHT SO YOU DON'T HAVE TO BE
Registration Number:	5470453	OWLET
Registration Number:	5336722	
Registration Number:	5314970	OWLET
Serial Number:	87262882	OWLET SMART SOCK
Registration Number:	5852702	OWLET CAM

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

TRADEMARK

ATTORNEY DOCKET NUMBER:	1888463 TM
NAME OF SUBMITTER:	Naomi Sakata
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	01/24/2023

Total Attachments: 10

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM770290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OWLET BABY BARE, INC.		11/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	94052		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4804561	OWLET	
Registration Number:	4872003		
Registration Number:	5037581	REST ASSURED	
Registration Number:	4901590	UP ALL NIGHT SO YOU DON'T HAVE TO BE	
Registration Number:	5470453	OWLET	
Registration Number:	5336722		
Registration Number:	5314970	OWLET	
Serial Number:	87262882	OWLET SMART SOCK	
Registration Number:	5852702	OWLET CAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COAGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1838981 TM		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 23, 2022, by and between SILICON VALLEY BANK, a California corporation ("Bank") and OWLET BABY CARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has 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 Third Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and Owlet, Inc., a Delaware corporation, 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of 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) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

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 Bank.

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

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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

OWLET BABY CARE, INC

DocuSigned by:
Kurt Workman
By: _____
Name: Kurt Workman
Title: President & Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Zach Norris
By: _____
Name: Zach Norris
Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wireless Infant Health Monitor	9693730	04-Jul-2017
Infant Sock	D781568	21-Mar-2017
Infant Sock	D877482	10-Mar-2020
Fetal Health Data Monitoring	15/476295	31-Mar-2017
Wireless Infant Health Monitor	10,449,837	10-Dec-2019
Local Signal-To-Noise Peak Detection	11,039,791	22-Jun-2021
Age-Adaptive Pulse Oximetry	11,039,796	22-Jun-2021
Heart-Rate Adaptive Pulse Oximetry	15/832585	5-Dec-2017
Maternal Belly Band	D868978	03-Dec-2019
Fabric Electrode Constellation	D866199	12-Nov-2019
Maternal Band Processing Unit	D877344	03-Mar-2020
Baby Monitor	D864147	22-Oct-2019
Baby Monitor Base	D864148	22-Oct-2019
Maternal Belly Band	29/657821	25-Jul-2018
Fabric Electrode Assembly	D866987	19-Nov-2019
Multi-Purpose Dynamically Configurable Biometric Photonics Sensor Provisionalbe	16/054548	3-Aug-2018
Simultaneous Multi-Led Pulse-Oximetry Sampling	16/732,676	2-Jan-2019
Prenatal Monitoring Device (Ink Layers)	62/855,033	31-May-2019
Wireless Infant Health Monitor	16/503335	3-Jul-2019
Wireless Infant Health Monitor	RE49,079	24-May-2022
Respiratory Rate Estimation from Photoplethysmogram	62/911,879	7-Oct-2019
Fetal Heart Rate Estimation from Electrocardiogram	62/US911,889	7-Oct-2019
Heart Rate Estimation from the Photoplethysmogram	62/911,903	7-Oct-2019
Wireless Infant Health Monitor	16/673,041	4-Nov-2019
Prenatal Monitoring Device (Fabric Design)	62/933,573	11-Nov-2019
Respiratory Rate Prediction from a Photoplethysmogram	62/939,816	25-Nov-2019

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Fetal Heart Rate Prediction from Electrocardiogram	62/939,829	25-Nov-2019
Heart Rate Prediction from a Photoplethysmogram	62/939,837	25-Nov-2019
Fetal Heart Rate Extraction Within a Provisionalcessor Constrained Environment	11,298,065	12-Apr-2022
Fetal Movement Detection	63/010258	15-Apr-2020
Prenatal Monitoring Device	16/884,184	27-May-2020
Base Station	D954,032	7-Jun-2022
Wearable Band	D946766	22-Mar-2022
Biological Sensor Module	29/738,984	22-Mar-2022
Base Station	29/738,986	22-Jun-2020
Respiratory Rate Prediction from a Photoplethysmogram	17/065,453	22-Jun-2020
Fetal Heart Rate Prediction from Electrocardiogram	17/065,454	7-Oct-2020
Heart Rate Prediction from a Photoplethysmogram	17/065,460	7-Oct-2020
Apparatus and Method for Determining Fetal Movement	17/230,375	7-Oct-2020
Monitoring Device	17/352,072	14-Apr-2021
Infant Monitoring Device	17/352,081	18-Jun-2021
Heart Rate Correction Using External Data	17/370,325	8-Jul-2021
Multi-Channel Common-Mode Coupled AC Gain Amplifier	17/397,042	9-Aug-2021
Monitor Base	29/826,925	16-Feb-2022

EXHIBIT C

Trademarks



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OWLET	4804561	01-Sep-2015
	4872003	15-Dec-2015
Rest Assured	5037581	06-Sep-2016
UP ALL NIGHT SO YOU DON'T HAVE TO BE	4901590	16-Feb-2016
OWLET	5470453	15-May-2018
	5336722	14-Nov-2017
OWLET	5314970	24-Oct-2017
OWLET SMART SOCK	87/262882	08-Dec-2016
OWLET CAM	5852702	03-Sep-2019

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

SF-4979922.2

RECORDED: 01/24/2023

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