

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EIGHT SLEEP INC.		02/07/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	387 Park Avenue South, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90861629	POD
Serial Number:	90861634	HYPERPOD
Serial Number:	88984869	EIGHT SLEEP POD
Serial Number:	88391714	EIGHT SLEEP
Serial Number:	88893419	EIGHT SLEEP POD
Serial Number:	88241661	EIGHT
Serial Number:	88241656	EIGHT POD
Serial Number:	88391721	8 EIGHT SLEEP
Registration Number:	5024068	EIGHT

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

OP \$240.00 90861629

ATTORNEY DOCKET NUMBER:	1906523 TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	02/08/2023

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“**Agreement**”) is entered into as of February 7, 2023 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and EIGHT SLEEP INC. (“**Grantor**”). This Agreement amends and restates, in its entirety and replaces, the terms of (and obligations outstanding under) that certain Intellectual Property Security Agreement by and between Grantor and Bank dated as of January 29, 2020 and recorded on July 8, 2020 with the United States Patent and Trademark Office at Reel 053146 Frame 0407 (the “**Prior Agreement**”). The Grantor and Bank agree that the Prior Agreement is hereby superseded and replaced in its entirety by this Agreement

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of February 7, 2023 (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Effect of Amendment and Restatement. This Agreement is intended to and does completely amend and restate, without novation, the Prior Agreement, which shall be terminated on the Effective Date of this Agreement. Notwithstanding the foregoing, all security interests granted by Borrower under the Prior Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

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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:

Address:

212 W 35th Street 4th Floor
New York, NY 10001
Attn: Matteo Franceschetti

EIGHT SLEEP INC.

By: Matteo Franceschetti
DocuSigned by: 4CCAB6C80E9744A...

Name: Matteo Franceschetti

Title: Chief Executive Officer

BANK:

Address:

387 Park Avenue South, 2nd Floor
New York, New York 10016
Attn: Matt Garrity

SILICON VALLEY BANK

By: Matt Garrity
DocuSigned by: D947D5937975429...

Name: Matt Garrity

Title: Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
METHODS AND SYSTEMS FOR GATHERING AND ANALYZING HUMAN BIOLOGICAL SIGNALS	14/732,624	06/05/2015
METHODS AND SYSTEMS FOR GATHERING HUMAN BIOLOGICAL SIGNALS AND CONTROLLING A BED DEVICE	14/732,608	06/05/2015
VIBRATING PILLOW STRIP AND OPERATING	15/449,739	03/03/2017
METHODS AND SYSTEMS FOR GATHERING AND ANALYZING HUMAN BIOLOGICAL SIGNALS	16/148,376	10/01/2018
METHODS AND SYSTEMS FOR GATHERING AND ANALYZING HUMAN BIOLOGICAL SIGNALS	16/457,306	06/28/2019
BED DEVICE SYSTEM AND METHODS	16/451,755	06/25/2019
VIBRATING PILLOW STRIP AND OPERATING	14/969,932	12/15/2015
BED DEVICE SYSTEM AND METHODS	15/178,124	6/9/2016
VIBRATING ALARM SYSTEM AND OPERATING	PCT/US2016/30594	05/03/2016
APPARATUS AND METHODS FOR HEATING OR COOLING A BED BASED ON HUMAN BIOLOGICAL SIGNALS	PCT/US2016/31054	05/05/2016
APPARATUS AND METHODS FOR HEATING OR COOLING A BED BASED ON HUMAN BIOLOGICAL SIGNALS	16793226.8	05/05/2016
VIBRATING ALARM SYSTEM AND OPERATING	2985452	05/03/2016
APPARATUS AND METHODS FOR HEATING OR COOLING A BED BASED ON HUMAN BIOLOGICAL SIGNALS	2985461	05/05/2016
APPARATUS AND METHODS FOR HEATING OR COOLING A BED BASED ON HUMAN BIOLOGICAL SIGNALS	201680040387	05/05/2016
BED DEVICE SYSTEM AND METHODS	201680040318	05/05/2016
ADJUSTABLE BEDFRAME AND OPERATING METHODS FOR HEALTH MONITORING	14/942,509	11/16/2015
DETECTING SLEEPING DISORDERS	16/135,995	09/19/2018
DETECTING SLEEPING DISORDERS	15/178,117	06/09/2016
ADJUSTABLE BEDFRAME AND OPERATING	PCT/US2016/029889	04/02/2016
ADJUSTABLE BEDFRAME AND OPERATING	16/866,778	04/02/2016
ADJUSTABLE BEDFRAME AND OPERATING	3,005,436	04/28/2016
ADJUSTABLE BEDFRAME AND OPERATING	201680079032	04/28/2016
ADJUSTABLE BEDFRAME AND OPERATING	2018-544755	04/28/2016
SYSTEMS AND METHODS FOR DETECTING A BIOLOGICAL SIGNAL OF A USER OF AN ARTICLE OF FURNITURE	PCT/US2019/012831	01/09/2019

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SLEEP POD	PCT/US2019/014217	01/18/2019
SLEEP POD	16/930,986	07/16/2020
SYSTEMS AND METHODS FOR DETECTING BIOLOGICAL SIGNAL OF A USER OF AN ARTICLE OF	16/922,368	07/07/2020
CALIBRATION METHOD FOR TOOL CENTER POINT, TEACHING METHOD FOR ROBOTIC ARM AND ARM SYSTEM USING THE SAME	17/230,626	04/14/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POD	90861629	08/02/2021
HYPERPOD	90861634	08/02/2021
EIGHT SLEEP POD	88984869	04/29/2020
EIGHT SLEEP	88391714	04/18/2019
EIGHT SLEEP POD	88893419	04/29/2020
EIGHT	88241661	12/26/2018
EIGHT POD	88241656	12/26/2018
8 EIGHT SLEEP	88391721	04/18/2019
EIGHT	5024068	08/16/2016

EXHIBIT D

Mask Works

None.