

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIDGELY INC.		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6756135	SMART SHOP	
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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu c/o Cooley LLP		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	313569-170		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	04/21/2023		
Total Attachments: 5			
source=03 First_Amendment_to_IPSA_(updated_Exhibits_B_and_C)_ -_Bidgely#page1.tif			
source=03 First_Amendment_to_IPSA_(updated_Exhibits_B_and_C)_ -_Bidgely#page2.tif			
source=03 First_Amendment_to_IPSA_(updated_Exhibits_B_and_C)_ -_Bidgely#page3.tif			
source=03 First_Amendment_to_IPSA_(updated_Exhibits_B_and_C)_ -_Bidgely#page4.tif			
source=03 First_Amendment_to_IPSA_(updated_Exhibits_B_and_C)_ -_Bidgely#page5.tif			

CH \$40.00 6756135

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of April 21, 2023 (the “Amendment”) by and between CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian corporation (“**Bank**”) and BIDGELY INC., a Delaware corporation (“**Grantor**”).

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of August 24, 2020, as amended from time to time (the “IPSA”). The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit B (Patents) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit B.
2. Exhibit C (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit C.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Each Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
4. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties have duly executed this Amendment effective as of the date set forth above.

Address of Grantor:

153 Second Street, Suite 102
Los Altos, CA 94022
Attention: Abhay Gupta

GRANTOR:

BIDGELY INC.

By:  _____


Name: Abhay Gupta
Title: Chief Executive Officer and Secretary

Address of Bank:

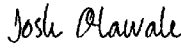
Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario
M5J 0E7
Attention: Amy Olah, Josh Olawale

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Amy Olah
Title: Authorized Signatory

By:  _____

Name: Josh Olawale
Title: Authorized Signatory

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Systems and Methods for Improving the Accuracy of Appliance Level Disaggregation in Non-Intrusive Appliance Load Monitoring Techniques	9,612,286	04/04/2017
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	10,114,347	10/30/2018
Applications of Non-Intrusive Load Monitoring and Solar Energy Disaggregation	9,625,889	04/18/2017
Energy Disaggregation Techniques for Whole-House Energy Consumption Data	10,460,274	10/29/2019
Electric Vehicle Disaggregation and Detection in Whole-House Consumption Signals	10,191,096	01/29/2019
Low Frequency Energy Disaggregation Techniques	10,630,502	04/21/2020
Systems and Methods for Managing Energy Usage Using Disaggregated Energy Data	14/844,906	09/03/2015
Systems and Methods for Optimizing Energy Usage Using Energy Disaggregation Data and Time of Use Information	14/845,189	09/03/2015
Systems and Methods for Learning Appliance Signatures	15/289,175	10/09/2016
Systems and Methods for Disaggregating Appliance Loads	10,657,110	05/19/2020
Systems and Methods for Detecting Occurrence of an Event in a Household Environment	15/898,060	02/15/2018
Method and System for Disaggregating Energy Profile for one or more appliances installed in a Non-smart meter home	16/000,209	06/05/2018
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	16/100,557	08/10/2018
Electric Vehicle Disaggregation and Detection in Whole-House Consumption Signals	16/259,748	01/28/2019
Improvements in Low Frequency Energy Disaggregation Techniques	15/844,513	03/16/2020
Systems and Methods for Disaggregating Appliance Loads	15/826,657	11/29/2017
Low Frequency Energy Disaggregation Techniques	11,533,193	12/20/2022
Systems and Methods for Disaggregating Appliance Loads	2021202124 (Australia)	4/7/2021

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Energy Disaggregation Techniques for Low Resolution Whole-House Energy Consumption Data	11036189	06/15/2021
Systems and Methods for Disaggregating Appliance Loads	10657110	05/19/2020
Systems and Methods for Optimizing Energy Usage Using Energy Disaggregation Data and Time of Use Information	11435772	09/06/2022
Systems and Methods for Optimizing Energy Usage Using Energy Disaggregation Data and Time of Use Information	CA2960001C (CA)	07/12/2022
Improvements in Low Frequency Energy Disaggregation Techniques	6870110 (JP)	04/16/2021
Improvements in Low Frequency Energy Disaggregation Techniques	2017374968 (AU)	01/28/2021
Long and Short Term HVAC Degradation and Inefficiencies	63/392516 (Pending)	7/27/2022
Demand Side Management Framework	63/440794 (Pending)	1/24/2023

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Homebeat	5,069,093	10/25/2016
UtilityAI	6,015,506	03/17/2020
SMART SHOP	6,756,135	06/07/2022