

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simbe Robotics, Inc.		05/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EASTWARD FUND MANAGEMENT, LLC		
<b>Street Address:</b>	432 Cherry St.		
<b>City:</b>	West Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02465		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6584178	SIMBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	12027762046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	318251-102		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	05/17/2023		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) dated as of May 15, 2023 by and between Eastward Fund Management, LLC, a Delaware limited liability company with an address at 432 Cherry St., West Newton, MA 02465 (“Lender”) and Simbe Robotics, Inc., a Delaware corporation with an address at 385 Oyster Point Blvd., Suite 2, S. San Francisco, CA 94080 (“Grantor”).

### RECITALS

A. Lender 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 Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 or 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 and any patents and patent applications claiming the priority benefit of 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, 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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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 Lender 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

**SIMBE ROBOTICS, INC.**

DocuSigned by:  
  
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By: Brad Bogolea  
Title: Chief Executive Officer

LENDER:

**EASTWARD FUND MANAGEMENT, LLC**

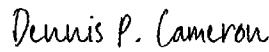
DocuSigned by:  
  
D6CA308B985D4A9...  
By: Dennis Cameron  
Title: Chief Executive Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT B

## Patents

<u>Description</u>	<u>Type</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	US	10,607,182	11/9/2016
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	US2	11,276,034	2/14/2020
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	US3	17/592,462	2/3/2022
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	US	10,467,587	5/19/2017
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	US2	11,341,454	9/23/2019
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	US3	17/727,044	4/22/2022
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	EP	17800295.2	12/4/2018
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	CN	2017800445242	5/19/2017
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	KR	10-2216498	12/10/2018
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	JP	6,728,404	11/15/2018
METHOD FOR TRACKING PLACEMENT OF PRODUCTS ON SHELVES IN A STORE	JP2	7,082,160	7/2/2020
METHOD FOR AUTOMATICALLY GENERATING WAYPOINTS FOR IMAGING SHELVES WITHIN A STORE	US	10,399,230	5/19/2017
METHOD FOR AUTOMATICALLY GENERATING WAYPOINTS FOR IMAGING SHELVES WITHIN A STORE	US2	11,130,239	7/16/2019



METHOD FOR AUTOMATICALLY GENERATING WAYPOINTS FOR IMAGING SHELVES WITHIN A STORE	JP	6,656,423	11/15/2018
METHOD FOR AUTOMATICALLY GENERATING WAYPOINTS FOR IMAGING SHELVES WITHIN A STORE	JP2	6,860,714	2/6/2020
METHOD FOR AUTOMATICALLY GENERATING WAYPOINTS FOR IMAGING SHELVES WITHIN A STORE	EP	17800298.6	12/4/2018
METHOD FOR AUTOMATICALLY GENERATING A PLANOGRAM THAT ASSIGNS PRODUCTS TO SHELVING STRUCTURES WITHIN A STORE	US	10,625,426	5/19/2017
METHOD FOR AUTOMATICALLY GENERATING A PLANOGRAM THAT ASSIGNS PRODUCTS TO SHELVING STRUCTURES WITHIN A STORE	US2	16/820,539	3/16/2020
METHOD FOR AUTOMATICALLY GENERATING A PLANOGRAM THAT ASSIGNS PRODUCTS TO SHELVING STRUCTURES WITHIN A STORE	EP	17800301.8	12/4/2018
METHOD FOR AUTOMATICALLY GENERATING A PLANOGRAM THAT ASSIGNS PRODUCTS TO SHELVING STRUCTURES WITHIN A STORE	JP	6744430	11/15/2018
METHOD FOR AUTOMATICALLY GENERATING A PLANOGRAM THAT ASSIGNS PRODUCTS TO SHELVING STRUCTURES WITHIN A STORE	CN	2017800447939	1/18/2019
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	US	10,846,657	4/6/2018
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	US2	17/075,613	10/20/2020
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	EP	18780360.6	12/4/2018
METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	JP	6,925,443	11/15/2018

METHOD FOR TRACKING STOCK LEVEL WITHIN A STORE	CN	2018800378308	12/6/2019
METHOD FOR DETECTING AND RESPONDING TO SPILLS AND HAZARDS	US	10,684,623	1/10/2019
METHOD FOR DETECTING AND RESPONDING TO SPILLS AND HAZARDS	US2	16/865,825	5/4/2020
METHOD FOR DETECTING AND RESPONDING TO SPILLS AND HAZARDS	JP	6,960,061	7/10/2020
METHOD FOR DETECTING AND RESPONDING TO SPILLS AND HAZARDS	MX	MX/a/2020/0071 14	7/10/2020
METHOD FOR DETECTING AND RESPONDING TO SPILLS AND HAZARDS	CA	3088155	7/10/2020
METHOD FOR MONITORING TEMPERATURE-CONTROLLED UNITS IN A STORE	US	10,642,293	1/10/2019
METHOD FOR MONITORING TEMPERATURE-CONTROLLED UNITS IN A STORE	US2	16/823,254	3/18/2020
METHOD FOR MONITORING TEMPERATURE-CONTROLLED UNITS IN A STORE	EP	19738153.6	7/10/2020
METHOD FOR MONITORING TEMPERATURE-CONTROLLED UNITS IN A STORE	MX	MX/a/2020/0071 09	7/10/2020
METHOD FOR MONITORING TEMPERATURE-CONTROLLED UNITS IN A STORE	CA	3088166	7/10/2020
METHOD FOR MANAGING CLICK AND DELIVERY SHOPPING EVENTS	US	11,257,141	6/20/2019
METHOD FOR MANAGING CLICK AND DELIVERY SHOPPING EVENTS	US2	17/582,957	1/24/2022
METHOD FOR MANAGING CLICK AND DELIVERY SHOPPING EVENTS	CA	3104284	6/20/2019
METHOD FOR MANAGING STOCK WITHIN A STORE	US	16/450,889	6/24/2019
METHOD FOR MANAGING STOCK WITHIN A STORE	CA	3120688	6/24/2019
METHOD FOR TRACKING AND CHARACTERIZING PERISHABLE GOODS IN A STORE	US	10,713,621	10/7/2019

METHOD FOR TRACKING AND CHARACTERIZING PERISHABLE GOODS IN A STORE	US2	11,200,537	5/25/2020
METHOD FOR TRACKING AND CHARACTERIZING PERISHABLE GOODS IN A STORE	US3	17/522,807	11/9/2021
METHOD FOR TRACKING AND CHARACTERIZING PERISHABLE GOODS IN A STORE	CA	3114928	10/7/2019
METHOD FOR DEPLOYING FIXED AND MOBILE SENSORS FOR STOCK KEEPING IN A STORE	US	10,891,589	3/13/2020
METHOD FOR DEPLOYING FIXED AND MOBILE SENSORS FOR STOCK KEEPING IN A STORE	US2	17/1138,77	12/7/2020
METHOD FOR DEPLOYING FIXED AND MOBILE SENSORS FOR STOCK KEEPING IN A STORE	EP	20770625	pending; awaiting first action
METHOD FOR DEPLOYING FIXED AND MOBILE SENSORS FOR STOCK KEEPING IN A STORE	CA	3131192	pending; awaiting first action
METHOD FOR TRACKING AND MAINTAINING INVENTORY IN A STORE	US	11,107,035	11/25/2020
METHOD FOR TRACKING AND MAINTAINING INVENTORY IN A STORE	US2	17/387,866	7/28/2021
METHOD FOR TRACKING AND MAINTAINING INVENTORY IN A STORE	CA	3162894	pending; awaiting first action
METHOD FOR TRACKING AND MAINTAINING PROMOTIONAL STATES OF SLOTS IN INVENTORY STRUCTURES WITHIN A STORE	US	11,126,962	2/5/2021
METHOD FOR TRACKING AND MAINTAINING PROMOTIONAL STATES OF SLOTS IN INVENTORY STRUCTURES WITHIN A STORE	US2	17/403,782	8/16/2021
METHOD FOR DEPLOYING A ROBOTIC SYSTEM TO SCAN INVENTORY WITHIN A	US	17/169,327	2/5/2021

STORE BASED ON LOCAL WIRELESS CONNECTIVITY			
METHOD FOR STOCK KEEPING IN A STORE WITH FIXED CAMERAS	US	16/880,582	5/21/2020
METHOD FOR MAINTAINING PERPETUAL INVENTORY WITHIN A STORE	US	11,288,630	4/30/2021
METHOD FOR MAINTAINING PERPETUAL INVENTORY WITHIN A STORE	US2	17/673,094	2/16/2022
METHOD FOR DEPLOYING A ROBOTIC SYSTEM TO SCAN INVENTORY WITHIN A STORE	US	17/576,701	1/14/2022
METHOD FOR MAINTAINING INVENTORY IN A STORE	US	17/836,778	6/9/2022
METHOD FOR MAINTAINING INVENTORY IN A STORE	US2	17/989,520	11/17/2022
METHOD FOR MAINTAINING INVENTORY IN A STORE	PCT	PCT/US22/32869	6/9/2022
METHOD FOR SCENE SEGMENTATION	US	17/839,312	6/13/2022
METHOD FOR TRACKING PRODUCT INVENTORY LOCATION IN A STORE	PRV	63/291,701	12/20/2021
METHOD FOR DEPLOYING FIXED SENSORS FOR STOCK KEEPING IN A STORE	PRV	63/290,591	12/16/2021
METHOD FOR CLASSIFYING PRODUCT ORGANIZATION IN AN INVENTORY STRUCTURE	PRV	63/303,833	1/27/2022
INVENTORY-TRACKING ROBOTIC SYSTEM	US	D819,712	4/19/2017
INVENTORY-TRACKING ROBOTIC SYSTEM	US2	D843,428	4/30/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIMBE	UK00003691416	01/28/2022
SIMBE	6,584,178	12/07/2021

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		