

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3DEO, Inc.		04/12/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	1 North 1st Street, Floor 3		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6557738	UNLOCK THE POTENTIAL	
Registration Number:	5359474	3DEO	
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:	602-852-5500		
Email:	uspto@hoolcourylaw.com		
Correspondent Name:	Hool Coury Law, PLC, c/o Michael Hool		
Address Line 1:	2398 E. Camelback Rd., Suite 1020		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Michael D. Hool		
SIGNATURE:	/Michael D. Hool/		
DATE SIGNED:	06/01/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of April 12, 2022, is made by 3DEO, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Trinity").

RECITALS

A. Grantor has entered into a Master Equipment Financing Agreement with Trinity, dated as of February 23, 2022 (as amended, restated, or otherwise modified from time to time, the "MEFA"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the MEFA.

B. Pursuant to the terms of the MEFA, Grantor has granted to Trinity for its benefit 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 Intellectual Property Collateral (as defined below).

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 MEFA, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the MEFA, Grantor grants and pledges to Trinity for its benefit 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, re-examination certificates, utility models, 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, 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 Trinity.

Grantor hereby authorizes Trinity 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the MEFA, which is hereby incorporated by reference. The provisions of the MEFA shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Trinity with respect to the Intellectual Property Collateral are as provided by the MEFA and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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 Trinity's express prior written consent, and any such attempted assignment shall be void and of no effect. Trinity may assign, transfer, or endorse its rights hereunder pursuant to the terms of the MEFA without prior notice to Grantor, and all of such rights shall inure to the benefit of Trinity's successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

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:

3DEO, Inc.,
a Delaware corporation

DocuSigned by:

Matt Sand
By: _____

Name: Matthew Sand

Title: President

TRINITY:

TRINITY CAPITAL INC.
a Maryland corporation

Sarah Stanton
By: _____

Name: Sarah Stanton

Title: General Counsel and Secretary

COPY VIEW

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

COPYRIGHTS

None.

COPY VIEW

EXHIBIT A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT B**PATENTS**

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
ROBOTICS FOR THREE-DIMENSIONAL PRINTING	17/175510	2/12/2021
METHODS AND DEVICES FOR 3D PRINTING	17/234374	4/19/2021
DEVICES, SYSTEMS AND METHODS FOR PRINTING THREE-DIMENSIONAL OBJECTS	16/983812	6/3/2020
DEVICES AND METHODS FOR THREE- DIMENSIONAL PRINTING	16/998503	8/20/2020
DEVICES AND METHODS FOR THREE- DIMENSIONAL PRINTING	10792731	10/6/2020
DEVICES AND METHODS FOR THREE- DIMENSIONAL PRINTING	10737323	8/11/2020
DEVICES AND METHODS FOR THREE- DIMENSIONAL PRINTING	17/209530	3/23/2021
DEVICES AND METHODS FOR THREE- DIMENSIONAL PRINTING	9987682	6/5/2018

EXHIBIT B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
UNLOCK THE POTENTIAL	6557738	11/15/2021
3DEO	5359474	12/19/2017

COPY VIEW

EXHIBIT C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT D

MASK WORKS

COPY VIEW

EXHIBIT D TO INTELLECTUAL PROPERTY SECURITY AGREEMENT