

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXYN TECHNOLOGIES, INC.		09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87828277	EXYN TECHNOLOGIES	
Serial Number:	87828264	A3R	
Serial Number:	87828270	EXYN AI	
Serial Number:	87828281		
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:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2130001 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	09/28/2023		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 27, 2023, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **EXYN TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of September 27, 2023, (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B** but excluding only United States intent-to-us trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or

equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

EXYN TECHNOLOGIES, INC.,
a Delaware corporation

By: DocuSigned by:
Benjamin Williams
E:8F2D25B7-7A4B5

Name: Benjamin Williams

Title: CEO

Address for Notices:

Exyn Technologies Inc.
2118 Washington Avenue, Suite 1000
Philadelphia PA 19146
Attn: Ricardo Sotelo
Email: rsotelo@exyntechnologies.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: DocuSigned by:
Brian McCabe
BE0CD140AEFE469

Name: Brian McCabe

Title: Senior Director

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: bschwartz@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Trademarks Filed by the Company

1. Exyn Technologies
 - a. Notice of Publication February 12, 2019, Serial Number 87828277
2. A3R
 - a. Notice of Publication February 26, 2019, Serial Number 87828264
3. exynAI
 - a. Notice of Publication April 16, 2019, Serial Number 87828270
4. Five Chevrons Design
 - a. Notice of Publication February 26, 2019, Serial Number 87828281
5. exView
 - a. Filing in progress
6. Scoutonomy
 - a. Filing in progress

EXHIBIT C

PATENTS

Patents and Provisional Patents

1. A Methodology for Fault-tolerant State Estimation with Learning-based Input Gating
 - a. Provisional Patent Filed July 24, 2018, Application Number 62/702,530
 - b. Full Patent Filed July 24, 2019, PCT/US19/43193, US App No: 16/521,310
2. Landing Pads for Cooperative Autonomous Aerial Inspections
 - a. Filed July 24, 2018, Application Number 62/702,543
 - b. Full Patent Filed July 24, 2019, PCT/US19/43275, US App. No.: 16/520,793
3. Display Screen or Portion Thereof with Animated Graphical User Interface
 - a. Filed August 2, 2018, Application Number 29/658,700
4. Display Screen or Portion Thereof with Animated Graphical User Interface
 - a. Filed August 2, 2018, Application Number 29/658,711
5. System for Compensating Aerial Vehicle Attitude Disturbances
 - a. Full Patent Filed February 29, 2020, Application Numbers: PCT/US20/20558, US App No.: 16/805,765

Patents Licensed to the Company

1. Multi-Sensor Fusion for Robust Autonomous Flight in Indoor and Outdoor Environments with a Rotorcraft Micro-Aerial Vehicle
 - a. Patent Number US20170212529A1
2. Three-Dimensional Manipulation of Teams of Quadrotors
 - a. Patent Number US9599993B2
3. Systems and Methods for Generating Safe Trajectories for Multi-Vehicle Teams
 - a. Patent Number WO2017095493A2