

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRIGHT MACHINES, INC.		12/06/2023	Corporation: DELAWARE
BRIGHT MACHINES AUTOMATION CORP.		12/06/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First-Citizens Bank & Trust Company		
<b>Street Address:</b>	75 N. Fair Oaks Avenue (CLAS PAS-01-02)		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7069271	BRIGHT MACHINES	
<b>Registration Number:</b>	6932001		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2206525 TM		
<b>NAME OF SUBMITTER:</b>	Naomi Sakata		
<b>SIGNATURE:</b>	/Naomi Sakata/		
<b>DATE SIGNED:</b>	12/07/2023		
<b>Total Attachments: 5</b>			

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**SECOND SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Supplement to Intellectual Property Security Agreement (this “*Supplement*”) is made as of December 6, 2023 by **BRIGHT MACHINES, INC.**, a Delaware corporation (“Bright Machines”) and **BRIGHT MACHINES AUTOMATION CORP.**, a Delaware corporation (“Automation”; Bright Machines and Automation are referred to herein, individually and collectively, as the context requires, jointly and severally, as “Grantor”) in favor of **FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), in its capacity as administrative agent and collateral agent for the Lenders (“Agent”).

**WHEREAS**, Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), SVB Innovation Credit Fund VIII, L.P., a Delaware limited partnership, Innovation Credit Fund VIII-A, L.P., a Delaware limited partnership, and Hercules Capital, Inc., a Maryland corporation (individually and collectively, the “Lenders”) agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Agent, the Lenders and Grantor, dated as of October 7, 2022 (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).

**WHEREAS**, Grantor previously executed and delivered that certain Intellectual Property Security Agreement, dated October 25, 2021 (as amended of record from time to time hereinafter, the “*IP Agreement*”), in favor of Agent pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with the Patent division of the United States Patent and Trademark Office on October 26, 2021 at Reel 057911, Frame 0323 and the Trademark division of the United States Patent and Trademark Office on October 26, 2021 at Reel 7472, Frame 0164.

**WHEREAS**, the Grantor has developed additional patents and trademarks, and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Bank.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Supplement to Exhibit B**. **Exhibit B** to the IP Agreement is hereby supplemented, but not replaced, by **Exhibit B-2** annexed hereto.

3. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-2 annexed hereto.

4. Miscellaneous:

Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein in all material respects.

This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

The terms of Section 5 (*Execution in Counterparts*) and Section 7 (*Governing Law*) of the IP Agreement with respect to counterparts, electronic execution and delivery, and governing law are incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

**GRANTOR:**

**BRIGHT MACHINES, INC.**

DocuSigned by:  
By: Gillian Bregman  
Name: Gillian Bregman  
Title: General Counsel

**BRIGHT MACHINES AUTOMATION CORP.**

DocuSigned by:  
By: Gillian Bregman  
Name: Gillian Bregman  
Title: Secretary

**EXHIBIT B-2**

## Patents and Patents Applications

<b>Country</b>	<b>Status</b>	<b>Application Number Application Date</b>	<b>Patent Number Patent Date</b>	<b>Owner</b>
USA	Pending	63/481,985 1/27/2023		Bright Machines, Inc.
USA	Pending	63/497,703 4/21/2023		Bright Machines, Inc.
USA	Issued	17/062,549 10/3/20	11345550 5/31/22	Bright Machines, Inc.
USA	Issued	16/949,753 12/6/22	11520571 12/6/22	Bright Machines, Inc.
USA	Issued	17/062,548 10/3/20	11718476 8/8/23	Bright Machines, Inc.
USA	Issued	16/949,752 11/12/20	11727553 8/15/23	Bright Machines, Inc.
USA	Issued	17/361,092 6/28/21	11787021 10/17/23	Bright Machines, Inc.

**EXHIBIT C-2**

## Trademarks and Trademark Applications

No.	Trademark	Country	Status	Application Number Application Date	Registration No. Registration Date	Owner
1	Bright Machines Square Logo, No Color Claimed	USA	Allowed	90716541 5/17/2021	7069271 5/30/2023	Bright Machines, Inc.
2	Bright Machines Square Logo, No Color Claimed	USA	Allowed	90716543 5/17/2021	6932001 12/20/22	Bright Machines, Inc.