

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempo Automation, Inc.		11/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean II PLO LLC		
Street Address:	400 Oyster Point Blvd., Suite 229		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5717530	SET A NEW TEMPO FOR PROGRESS	
Registration Number:	5711338	T	
Registration Number:	5030631	TEMPO AUTOMATION	
Registration Number:	5711311	TEMPO	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	trademarks@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	67514-231564		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/Matthew J. Himich/		
DATE SIGNED:	01/19/2024		
Total Attachments: 4			
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TRADEMARK

REEL: 008321 FRAME: 0625

FORECLOSURE DOCUMENT

RECITALS

A. Pursuant to a certain Loan and Security Agreement dated as of October 13, 2021 (as amended, supplemented, and modified from time to time, the “Structural Loan Agreement”), by and between Structural Capital Investments III, LP and the other lender parties thereto (collectively “Lenders”), Ocean II PLO LLC (“Ocean”), a California limited liability company, as administrative and collateral agent, and Tempo Automation, Inc., a Delaware corporation (the “Debtor”), Lenders made loans to, and made other financial accommodations to or for the benefit of, the Debtor. The Structural Loan Agreement and all other liabilities and obligations of the Debtor to Structural under the Structural Loan Agreement, howsoever created, arising, or evidenced, are secured by a security interest in favor of Ocean in substantially all of the Debtor’s assets (the Structural Agreement and all such loans and other financial accommodations made by Structural to Debtor being herein referred to collectively as the “Loans”). Evidence of said security interest of Ocean was recorded at the U.S. Patent and Trademark Office on October 21, 2021 at reel 0057867, frame 0839, and at reel 7467, frame 0841.

B. As a result of numerous continuing events of default in respect of the Loans under the Structural Loan Agreement, each of Lenders and Ocean has determined that it is entitled under Article 9 of the Uniform Commercial Code, as adopted in the State of California, the Structural Loan Agreement and other applicable law, to, among other things, foreclose upon, and Ocean has since foreclosed upon and acquired, all of the Debtor’s right, title, and interest in and to any or all of the personal property subject to Ocean’s security interests and capable of being conveyed pursuant to Article 9 of the Uniform Commercial Code, including, among other personal property, the personal property as set forth in Exhibit A hereto.

C. The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registrations resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

SECURED PARTY:
OCEAN II PLO LLC,
a California limited liability company

By: **Structural Capital Management
Company II, LP,**
a Delaware limited partnership
Its: Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company
Its: General Partner

Lawrence Gross

By: _____
Name: Lawrence Gross
Title: Managing Member
Date: 11/13/2023

Exhibit A

“*Intellectual Property*” means all right, title, and interest in and to the following: domain names; Copyrights, Trademarks and Patents (including registrations and applications therefor prior to granting, and whether or not filed, recorded or issued); all trade secrets and related rights, including without limitation rights to unpatented inventions, know-how and manuals; all design rights; claims for damages by way of past, present and future infringement of any of the rights included above; all amendments, renewals and extensions of any Copyrights, Trademarks or Patents.

Trademarks

“Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks, that portion of the business to which the marks pertain, whether or not filed with the United States Patent and Trademark Office or any foreign equivalent including but not limited to the following:

Country	Trademark	Registration Number	Registration Date	Application Number	Application Date
WIPO, EU, JP	SET A NEW TEMPO FOR PROGRESS	1426720	04/05/2018		04/05/2018
WIPO, CN, EU, JP	TEMPO	1426735	04/05/2018		04/05/2018
WIPO, CN, EU	T (& design)	1423295	04/04/2018		04/04/2018
UK	SET A NEW TEMPO FOR PROGRESS	UK00801426720	03/06/2019	UK00801426720	04/05/2018
UK	TEMPO	UK00801426735	03/06/2019	UK00801426735	04/05/2018
UK	T (& design)	UK00801423295	02/15/2019	UK00801423295	04/04/2018
US	SET A NEW TEMPO FOR PROGRESS	5717530	04/02/2019	87846453	03/22/218
US	T (& design)	5711338	03/26/2019	87847122	03/23/2018
US	TEMPO AUTOMATION	5030631	08/30/2016	86862286	12/30/2015
US	TEMPO	5711311	03/26/2019	87835305	03/15/2018

Copyrights

“*Copyrights*” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether or not filed with the United States Copyright Office or foreign equivalent.

Domain Names

- tempoautomation.com
- tempoautomation.net
- tempoautomation.org
- tempoautomation.info

Patents

“*Patents*” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, whether or not filed with the United States Patent and Trademark Office or any foreign equivalent, including but not limited to the following:

Country	Title	Patent Number	Grant Date	Application Number	Applicati on Date
US	Printed Circuit Board Design and Manufacturing	9971338	05/15/2018	15/465,460	03/21/2017
US	Printed Circuit Board Design and Manufacturing	10481585	11/19/2019	15/863,721	01/05/2018
US	Printed Circuit Board Design and Manufacturing	11314229	04/26/2022	16/654,880	10/16/2019
US	Dynamic Production Bill of Materials System			18/201,627	05/24/2023
US	Dynamic Production Bill of Materials System			PCT/US2023/025783; WO/2023/249967	06/20/2023