

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Foreclosure		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tempo Automation, Inc.		11/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shojin Enterprises II, LLC		
<b>Street Address:</b>	800 Menlo Avenue, Suite 210		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5717530	SET A NEW TEMPO FOR PROGRESS	
<b>Registration Number:</b>	5711338	T	
<b>Registration Number:</b>	5030631	TEMPO AUTOMATION	
<b>Registration Number:</b>	5711311	TEMPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3145526000		
<b>Email:</b>	trademarks@thompsoncoburn.com		
<b>Correspondent Name:</b>	Thompson Coburn LLP		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	67514-231564		
<b>NAME OF SUBMITTER:</b>	Matthew J. Himich		
<b>SIGNATURE:</b>	/Matthew J. Himich/		
<b>DATE SIGNED:</b>	01/19/2024		
<b>Total Attachments: 4</b>			
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**TRADEMARK**

**REEL: 008353 FRAME: 0548**

## FORECLOSURE DOCUMENT

### RECITALS

A. Pursuant to a certain Loan and Security Agreement dated as of June 23, 2021 (as amended, supplemented, and modified from time to time, the “SQN Loan Agreement”), by and between SQN Venture Income Fund II, LP, a Delaware limited partnership (“SQN”), as lender, and Tempo Automation, Inc., a Delaware corporation (the “Debtor”), SQN made loans to, and made other financial accommodations to or for the benefit of, the Debtor. The SQN Loan Agreement and all other liabilities and obligations of the Debtor to SQN under the SQN Loan Agreement, howsoever created, arising, or evidenced, are secured by a security interest in favor of SQN in substantially all of the Debtor’s assets. Evidence of said security interest of SQN was recorded at the U.S. Patent and Trademark Office on July 13, 2021 at reel 056836, frame 0206, and at reel 7353, frame 0484.

B. Pursuant to a certain Contribution and Acceptance Agreement dated as of November 13, 2023 (the “Contribution Agreement”), SQN contributed and otherwise assigned its rights and obligations under the SQN Loan Agreement to Shojin Enterprises II, LLC, a California limited liability company (“Shojin”) (the SQN Loan Agreement and all such loans and other financial accommodations made by SQN to Debtor being herein referred to collectively as the “Loans”).

C. As a result of numerous continuing events of default in respect of the Loans under the SQN Loan Agreement, Shojin has determined that it is entitled under Article 9 of the Uniform Commercial Code, as adopted in the State of California, the SQN Loan Agreement, and other applicable law, to, among other things, foreclose upon, and Shojin 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 Shojin’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.

D. 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:

**SHOJIN ENTERPRISES II, LLC,**  
a California limited liability company

By: **Ocean II PLO LLC,**  
a California limited liability company

Its: **Manager**

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

By: *Lawrence Gross*

Name: Lawrence Gross

Title: Managing Member

Date: 11/13/23

## 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	87845453	03/22/2018
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	Application 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