

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navdy, Inc.		10/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	Mail Sort HF272		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5032871	NAV DY	
Registration Number:	5087569	FEELS LIKE DRIVING IN THE FUTURE	
CORRESPONDENCE DATA			
Fax Number:	4154343947		
<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:	415 774 2953		
Email:	mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		
Address Line 1:	Four Embarcadero Center, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0100-922016		
NAME OF SUBMITTER:	Michelle D. Kahn		
SIGNATURE:	/MDK/		
DATE SIGNED:	10/24/2017		
Total Attachments: 26			
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of October 24 , 2017, is entered into by and between Navdy, Inc., a Delaware corporation (the "Grantor"), the Lenders (as defined below) and Silicon Valley Bank, a California corporation ("SVB"), as administrative agent for and on behalf of the Lenders (in such capacity, the "Agent"). The addresses for the Grantor, the Lenders and the Agent, as of the date hereof, are set forth on the signature pages attached hereto.

RECITALS

A. The Grantor will or may become, or is now, indebted to SVB as Bridge Lender under that certain Secured Promissory Note in the amount of \$100,000, dated as of the date hereof (the "SVB Note").

B. The Grantor will or may become, or is now, indebted to Formation8 Partners Fund II, L.P. ("Formation8 PF") that certain Secured Promissory Note in the amount of \$192,400 (the "Formation8 PF Note").

C. The Grantor will or may become, or is now, indebted to Formation8 Partners Entrepreneurs Fund II, L.P. ("Formation8 PEF") that certain Secured Promissory Note in the amount of \$7,600 (the "Formation8 PEF Note").

D. The Grantor will or may become, or is now, indebted to PV Expansion Fund I, L.P. ("Promus") under that certain Secured Promissory Note in the amount of \$150,000 (the "Promus Note").

E. The Grantor will or may become, or is now, indebted to O'Melveny & Myers LLP ("OMM") and together with SVB, Formation8 PF, Formation8 PEF, and Promus, collectively, the "Lenders") under that certain Secured Promissory Note in the original principal amount of \$15,000 (the "OMM Note") and together with the SVB Note, the Formation8 PF Note, the Formation8 PEF Note, and the Promus Note, collectively, the "Notes").

F. In connection with the Notes, SVB, Agent, and the Lenders are concurrently entering into that certain Intercreditor Agreement of even date herewith (the "Intercreditor Agreement").

G. The Agent and the other Lenders have required the Grantor to execute this Agreement and the Grantor has agreed to do so.

H. The Grantor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to the Agent.

I. The Agent is acting as Agent for the Lenders pursuant to the terms and conditions Article 8 of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 **Definitions**

Section 1.1 **Definitions**

. As used in this Agreement, capitalized terms not otherwise defined herein have the meanings provided for such terms in the Loan Documents. References to “Sections,” “subsections,” “Exhibits” and “Schedules” shall be to Sections, subsections, Exhibits and Schedules, respectively, of this Agreement unless otherwise specifically provided. All references to statutes and regulations shall include any amendments of the same and any successor statutes and regulations. References to particular sections of the UCC should be read to refer also to parallel sections of the UCC as enacted in each state or other jurisdiction which may be applicable to the grant and perfection of the Liens held by the Agent for the benefit of the Lenders pursuant to this Agreement.

The following terms have the meanings indicated below, all such definitions to be equally applicable to the singular and plural forms of the terms defined:

“2015 SVB Loan” means the financial accommodations extended to Grantor by SVB pursuant to SVB Loan and Security Agreement.

“Account” means any “account,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by the Grantor: (a) all rights of the Grantor to payment for goods sold or leased or services rendered, whether or not earned by performance, (b) all accounts receivable of the Grantor, (c) all rights of the Grantor to receive any payment of money or other form of consideration, (d) all security pledged, assigned or granted to or held by the Grantor to secure any of the foregoing, (e) all guaranties of, or indemnifications with respect to, any of the foregoing, and (f) all rights of the Grantor as an unpaid seller of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation and resale.

“Chattel Paper” means any “chattel paper,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, and shall include both electronic Chattel Paper and tangible Chattel Paper.

“Collateral” shall have the meaning given to such term in Section 2.1 hereof.

“Default” means an event that but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

“Deposit Account” means a demand, time, savings, passbook, or similar account maintained with a bank. The term does not include investment property, investment accounts or accounts evidenced by an instrument.

“Discharge of Priority Obligations” has the meaning given to it in Section 1 of the Intercreditor Agreement.

“Document” means any “document,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, including, without limitation, all documents of title and all receipts covering, evidencing or representing goods now owned or hereafter acquired by the Grantor.

“Equipment” means any “equipment,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor and, in any event, shall include, without limitation, all machinery, equipment, furniture, trade fixtures, tractors, trailers, rolling stock, vessels, aircraft and vehicles now owned or hereafter acquired by the Grantor and

any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

“Event of Default” shall have the meaning given to such term in Section 6.1 hereof.

“General Intangibles” means any personal property (other than goods, Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment Property, Letter of Credit Rights and money) including things in action, contract rights, payment intangibles, software, customer lists, corporate and other business records, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, internet domain names, engineering drawings, good will, registrations, copyrights, licenses, franchises, customer lists, tax refund claims, royalties, licensing and product rights, rights to the retrieval from third parties of electronically processed and recorded data and all rights to payment resulting from an order of any court.

“Governmental Authority” shall mean any nation or government, any state, province or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Indebtedness” shall mean (a) all principal of, interest on, or any other liabilities under each of the Notes and the other Loan Documents and any extension, renewal or replacement thereof, (b) all liabilities of the Grantor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred.

“Instrument” shall mean any “instrument,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, and, in any event, shall include all promissory notes, drafts, bills of exchange and trade acceptances, whether now owned or hereafter acquired.

“Intercreditor Agreement” means that certain Intercreditor Agreement dated as of the date hereof among Agent, the Lenders and SVB in its capacity as lender under the SVB Loan and Security Agreement.

“Inventory” means any “inventory,” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by the Grantor: (a) all goods and other personal property of the Grantor that are held for sale or lease or to be furnished under any contract of service; (b) all raw materials, work-in-process, finished goods, supplies and materials of the Grantor; (c) all wrapping, packaging, advertising and shipping materials of the Grantor; (d) all goods that have been returned to, repossessed by or stopped in transit by the Grantor; and (e) all Documents evidencing any of the foregoing.

“Investment Property” means any “investment property” as such term is defined in Article, Division or Chapter 9 of the UCC, now owned or hereafter acquired by the Grantor, and in any event, shall include without limitation all shares of stock and other equity, partnership or membership interests constituting securities, of the domestic subsidiaries of the Grantor from time to time owned or acquired by the Grantor in any manner, and the certificates and all dividends, cash, instruments, rights and other property from time to time received, receivable or

otherwise distributed or distributable in respect of or in exchange for any or all of such shares, but excluding any shares of stock or other equity, partnership or membership interests in any foreign subsidiaries of the Grantor.

“Lenders” has the meaning set forth in Recital D above.

“Letter of Credit Right” means a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

“Lien” means any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any assets or properties of the Person referred to.

“Loan Documents” means, collectively, this Agreement, the Notes, the Intercreditor Agreement, and any other documents, certificates or agreements that are entered into pursuant to or in connection with any of the foregoing documents, as such documents may be amended, restated or otherwise modified from time to time.

“Majority Lenders” means: (i) prior to the Discharge of Priority Obligations, Lenders in the aggregate having greater than 50% of the aggregate outstanding principal balance of the Notes; and (ii) after the Discharge of Priority Obligations, those parties out of a group that includes only the Lenders on the Notes and SVB on the 2015 SVB Loan that have greater than 50% of the aggregate outstanding principal balance of both the Notes and the 2015 SVB Loan

“Money” means any “investment property” as such term is defined in Article, Division or Chapter 9 of the UCC.

“Permitted Liens” shall mean any of the following:

(a) Liens existing on the date hereof and as indicated on Schedule 1 or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) Purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) or (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase; and

(e) Leases or subleases of real property granted in the ordinary course of the Grantor’s business (or, if referring to another Person, in the ordinary course of such Person’s business), and leases, subleases, non-exclusive licenses or sublicenses of personal property

granted in the ordinary course of the Grantor's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting the Agent a security interest therein.

"Person" means any natural person, corporation, proprietorship, partnership, joint venture, limited liability company, association, firm or entity recognized in law.

"Priority Obligations" has the meaning given to it in Section 1 of the Intercreditor Agreement.

"Proceeds" means any "proceeds," as such term is defined in Article, Division or Chapter 9 of the UCC and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting, or purporting to act, for or on behalf of any Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Records" means any "investment property" as such term is defined in Article, Division or Chapter 9 of the UCC.

"Security Interest" shall have the meaning given to such term in Section 2.1 hereof.

"Supporting Obligations" means any "investment property" as such term is defined in Article, Division or Chapter 9 of the UCC.

"SVB Loan And Security Agreement" means that certain Loan and Security Agreement by and among SVB and the Grantor dated November 24, 2015.

"UCC" means the Uniform Commercial Code as in effect in the State of California; provided, that if, by applicable law, the perfection or effect of perfection or non-perfection of the security interest created hereunder in any Collateral is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or the effect of perfection or non-perfection.

ARTICLE 2 **Security Interest**

Section 2.1 Grant of Security Interest

. As collateral security for the prompt payment and performance in full when due of the Indebtedness (whether at stated maturity, by acceleration or otherwise), each Grantor hereby pledges, assigns, transfers and conveys to the Agent as collateral, and grants the Agent a continuing Lien on and security interest (the "Security Interest") in, all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired and wherever the same may be located (collectively, the "Collateral"):

- (a) all Accounts;

- (b) all Chattel Paper;
- (c) all Money and all Deposit Accounts, together with all amounts on deposit from time to time in such Deposit Accounts;
- (d) all Documents;
- (e) all Goods;
- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Instruments;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Letter of Credit Rights and other Supporting Obligations;
- (l) all Records;
- (m) the Proceeds, in cash or otherwise, of any of the property described in the foregoing clauses (a) through (l) and all Liens, security, rights, remedies and claims of the Grantor with respect thereto (provided that the grant of a security interest in Proceeds set forth in this subsection (m) shall not be deemed to give the Grantor any right to dispose of any of the Collateral).

Section 2.2 Grantor Remains Liable

Notwithstanding anything to the contrary contained herein, (a) the Grantor shall remain liable under the contracts, agreements, documents and instruments included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent or any Lender of any of their respective rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under the contracts, agreements, documents and instruments included in the Collateral, and (c) neither the Agent nor any of the Lenders shall have any indebtedness, liability or obligation (by assumption or otherwise) under any of the contracts, agreements, documents and instruments included in the Collateral by reason of this Agreement, and none of them shall be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

ARTICLE 3
Representations and Warranties

To induce the Agent and the Lenders to enter into this Agreement, the Grantor represents and warrants to the Agent and to each Lender as follows, each such representation and warranty being a continuing representation and warranty, surviving until termination of this Agreement in accordance with the provisions of Section 8.11 of this Agreement:

Section 3.1 Title to Collateral

. Grantor is, and with respect to Collateral acquired after the date hereof Grantor will be, the legal and beneficial owner of the Collateral free and clear of any Lien or other encumbrance, except for the Permitted Liens, provided that, other than the Lien established under this Agreement, no Lien on any Pledged Shares shall constitute a Permitted Lien.

Section 3.2 **Change in Form or Jurisdiction; Successor by Merger; Location of Books and Records**

. The Grantor's legal name (as set forth in its constituent documents filed with the appropriate governmental official or agency) is as set forth in the opening paragraph hereof. The jurisdiction of organization of the Grantor is the state of Delaware, and the organizational number of the Grantor is set forth on the signature page of this Agreement. The Grantor will from time to time at the request of the Agent provide the Agent with current good standing certificates and/or state-certified constituent documents from the appropriate governmental officials. The chief place of business and chief executive office of the Grantor are located at the address set forth on the signature page hereof. The Grantor will not locate or relocate any item of Collateral into any jurisdiction in which an additional financing statement would be required to be filed to maintain the Agent's perfected security interest in such Collateral. The Grantor will not change his name, the location of his chief place of business and chief executive office or its corporate structure (including without limitation, its jurisdiction of organization) unless the Agent has been given at least 30 days prior written notice thereof and the Grantor has executed and delivered to the Agent such financing statements and other instruments required or appropriate to continue the perfection of the Security Interest.

Section 3.3 **Priority**

. No financing statement, security agreement or other Lien instrument covering all or any part of the Collateral is on file in any public office with respect to any outstanding obligation of the Grantor except (i) as may have been filed in favor of the Agent pursuant to this Agreement and the other Loan Documents and (ii) financing statements filed to perfect Permitted Liens.

Section 3.4 **Perfection**

. Upon the filing of Uniform Commercial Code financing statements, the security interest in favor of the Agent created herein will constitute a valid and perfected Lien upon and security interest in the Collateral which may be created and perfected either the UCC by filing financing statements. Upon execution hereof, the security interest in favor of the Agent created herein will constitute a valid and perfected Lien upon and security interest in the Deposit Accounts maintained with SVB.

ARTICLE 4
Covenants

The Grantor covenants and agrees with the Agent, until termination of this Agreement in accordance with the provisions of Section 8.11 hereof, as follows:

Section 4.1 **Encumbrances**

. The Grantor shall not create, permit or suffer to exist, and shall defend the Collateral against any Lien (other than the Permitted Liens) or any restriction upon the pledge or other transfer thereof, and shall defend the Grantor's title to and other rights in the Collateral and the Agent's pledge and collateral assignment of and security interest in the Collateral against the claims and demands of all Persons. Except to the extent permitted by the Loan Documents or in connection with any release of Collateral

under Section 8.11 hereof (but only to the extent of any Collateral so released), the Grantor shall do nothing to impair the rights of the Agent in the Collateral.

Section 4.2 Disposition of Collateral

. The Grantor will not sell, lease or otherwise dispose of, or discount or factor with or without recourse, any Collateral, except for sales of items of Inventory in the ordinary course of business.

Section 4.3 Corporate Changes; Books and Records; Inspection Rights

. The Grantor shall not change its respective name, identity, corporate structure or jurisdiction of organization, or identification number in any manner that might make any financing statement filed in connection with this Agreement seriously misleading within the meaning of Section 9-506 of the UCC unless the Grantor shall have given the Agent thirty (30) days prior written notice with respect to any change in the Grantor's corporate structure, jurisdiction of organization, name or identity and shall have taken all action deemed reasonably necessary by the Agent under the circumstances to protect its Liens and the perfection and priority thereof.

Section 4.4 Notification of Lien; Continuing Disclosure

. The Grantor shall promptly notify the Agent in writing of any Lien, encumbrance or claim (other than a Permitted Lien) that has attached to or been made or asserted against any of the Collateral upon becoming aware of the existence of such Lien, encumbrance or claim.

Section 4.5 Further Assurances; Attorney-in-Fact

(a) At any time and from time to time, upon the request of the Agent, and at the sole expense of the Grantor, the Grantor shall promptly execute and deliver all such further agreements, documents and instruments and take such further action as the Agent may reasonably deem necessary or appropriate to (i) preserve, ensure the priority, effectiveness and validity of and perfect the Agent's security interest in and pledge and collateral assignment of the Collateral (including causing the Agent's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition of the Agent's ability to enforce its security interest in such Collateral), unless such actions are specifically waived under the terms of this Agreement and the other Loan Documents, (ii) carry out the provisions and purposes of this Agreement and (iii) to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral. Except as otherwise expressly permitted by the terms of the Loan Documents relating to disposition of assets and except for Permitted Liens, the Grantor agrees to maintain and preserve the Agent's security interest in and pledge and collateral assignment of the Collateral hereunder and the priority thereof.

(b) The Grantor hereby irrevocably authorizes the Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) indicate any or all of the Collateral upon which the Grantor have granted a Lien, and (ii) provide any other information required by Part 5 of Article 9 of the UCC, including organizational information and in the case of a fixture filing or a filing for Collateral consisting of as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees that the Agent may describe the Collateral as "all personal property" or "all assets" or describe specific items of Collateral. The Grantor

irrevocably waives any right to notice of any such filing. The Grantor agrees to furnish any such information required by the preceding paragraph to the Agent promptly upon request.

(c) In furtherance, and not in limitation, of the other rights, powers and remedies granted to the Agent in this Agreement, the Grantor hereby appoints the Agent as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Agent's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that the Agent may reasonably believe is necessary or advisable to accomplish the purposes of this Agreement, in a manner consistent with the terms hereof.

Section 4.6 Taxes. The Grantor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent (a) such taxes, charges or claims are being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such taxes, charges or claims are adequately reserved against on the Grantor's books in accordance with generally accepted accounting principles.

Section 4.7 Books and Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received and credits granted with respect to all Accounts, Chattel Paper and other items included in the Collateral.

Section 4.8 Inspection, Reports, Verifications. The Grantor will at all reasonable times permit the Agent or its representatives to examine or inspect any Collateral, any evidence of Collateral and the Grantor's books and records concerning the Collateral, wherever located. The Grantor will from time to time when requested by the Agent furnish to the Agent a report on its Accounts, Chattel Paper, General Intangibles and Instruments, naming the obligors thereon, the amount due and the aging thereof. The Agent or its designee is authorized to contact the obligors and other Persons obligated on any such Collateral from time to time to verify the existence, amount and/or terms of such Collateral.

Section 4.9 Notice of Loss. The Grantor will promptly notify the Agent of any loss of or material damage to any material item of Collateral or of any substantial adverse change, known to Grantor, in any material item of Collateral or the prospect of payment or performance thereof.

Section 4.10 Insurance. The Grantor will keep the Inventory and Equipment insured against "all risks" for the full replacement cost thereof subject to a deductible and with an insurance company or companies satisfactory to the Agent, the policies to protect the Agent as its interests may appear, with such policies or certificates with respect thereto to be delivered to the Agent at its request. Each such policy or the certificate with respect thereto shall provide that such policy shall not be canceled or allowed to lapse unless at least 30 days prior written notice is given to the Agent. If so requested by the Agent from time to time, the Grantor will (a) provide the Agent with reports, in such detail as the Agent may specify, on insurance in force as to any items of Equipment included in the Collateral, and (b) cause insurance certificates to be delivered to the Agent naming the Agent as loss payee on any casualty insurance and additional insured as to any liability insurance on any items of Equipment included in the Collateral.

Section 4.11 Lawful Use; Fair Labor Standards Act. The Grantor will use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. All Inventory of the Grantor as of the date

of this Agreement that was produced by the Grantor or with respect to which the Grantor performed any manufacturing or assembly process was produced by the Grantor (or such manufacturing or assembly process was conducted) in compliance in all material respects with all requirements of the Fair Labor Standards Act, and all Inventory produced, manufactured or assembled by the Grantor after the date of this Agreement will be so produced, manufactured or assembled, as the case may be.

ARTICLE 5
Rights of the Agent

Section 5.1 Assignment by the Agent

. Subject to Section 7.10, the Agent may at any time assign or otherwise transfer all or any portion of its rights and obligations as Agent under this Agreement and the other Loan Documents (including, without limitation, the Indebtedness) to any other Person, to the extent permitted by, and upon the conditions contained in, Section 7.10 of this Agreement and the other Loan Documents and such Person shall thereupon become vested with all the benefits and obligations thereof granted to the Agent herein or otherwise.

Section 5.2 Performance by the Agent

. If the Grantor shall fail to perform any covenant or agreement contained in this Agreement, the Agent may (but shall not be obligated to) perform or attempt to perform such covenant or agreement on behalf of the Grantor, in which case Agent shall exercise good faith and make diligent efforts to give the Grantor prompt prior written notice of such performance or attempted performance. In such event, the Grantor shall, at the request of the Agent, promptly pay any reasonable amount expended by the Agent in connection with such performance or attempted performance to the Agent, together with interest thereon at the interest rate set forth in the Notes, from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that the Agent shall not have any liability or responsibility for the performance (or non-performance) of any obligation of the Grantor under this Agreement.

Section 5.3 Certain Costs and Expenses

. The Grantor shall pay or reimburse the Agent within five (5) business days after demand for all reasonable costs and expenses (including reasonable attorney's and paralegal fees) incurred by it in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or any other Loan Document during the existence of an Event of Default or after acceleration of any of the Indebtedness (including in connection with any "workout" or restructuring regarding the Indebtedness, and including in any insolvency proceeding or appellate proceeding). The agreements in this Section 5.3 shall survive any termination of this Agreement.

Section 5.4 Indemnification

. The Grantor shall indemnify, defend and hold the Agent, and each Lender and each of their respective officers, directors, employees, counsel, agents, advisors, and attorneys-in-fact (each, an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' and paralegals' fees) of any kind or nature whatsoever which may at any time (including at any time following repayment of the Indebtedness and the termination, resignation or replacement of the Agent or replacement of any Lender) be imposed on, incurred by or asserted against any such Indemnified Person in any way relating to or arising out of this Agreement or any other Loan Document

or any document relating to or arising out of or referred to in this Agreement or any other Loan Document, or the transactions contemplated hereby, or any action taken or omitted by any such Indemnified Person under or in connection with any of the foregoing, including with respect to any investigation, litigation or proceeding (including any bankruptcy proceeding or appellate proceeding) related to or arising out of this Agreement or the Indebtedness or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto (all the foregoing, collectively, the “Indemnified Liabilities”); provided, that the Grantor shall have no obligation under this Section 5.4 to any Indemnified Person with respect to Indemnified Liabilities to the extent resulting from the gross negligence or willful misconduct of such Indemnified Person. The agreements in this Section 5.4 shall survive any termination of this Agreement.

ARTICLE 6

Default

Section 6.1 **Default**. Each of the following occurrences shall constitute an event of default under this Agreement (each an “Event of Default”): (a) the failure of the Grantor to pay when due any of the Indebtedness; (b) the occurrence of an “Event of Default” (as defined in the Note); (c) any statement, representation or warranty of the Grantor made herein or at any time furnished to the Agent is untrue in any respect as of the date made; (d) the entry of any judgment against the Grantor; (e) the appointment of or assignment to a custodian, as that term is defined in the United States Bankruptcy Code, for any property of the Grantor, or encumbrance, levy, seizure or attachment of any portion of the Collateral; (f) the commencement of any proceeding or the filing of a petition by or against the Grantor under the provisions of the United States Bankruptcy Code for liquidation, reorganization or adjustment of debts or under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors; or (g) dissolution, consolidation, or merger, or transfer of a substantial part of the property of the Grantor. Notwithstanding the foregoing, an assignment for the benefit of creditors by the Grantor approved by the Lenders to an assignee approved by the Lenders shall not constitute an Event of Default under this Section 6.1.

Section 6.2 **Rights and Remedies**

. If an Event of Default shall have occurred and be continuing, the Agent may, and at the direction of the Majority Lenders, shall exercise the following rights and remedies subject to the direction and/or consent of the Majority Lenders:

(a) The Agent may exercise any of the rights and remedies set forth in this Agreement (including, without limitation, Article 5 hereof), or in any other Loan Document, or by applicable law.

(b) In addition to all other rights and remedies granted to the Agent in this Agreement, the other Loan Documents or by applicable law, the Agent shall have all of the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral) and the Agent may also sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker’s board or at any of the Agent’s offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may, in its reasonable discretion, deem commercially reasonable or otherwise as may be permitted by law. Without limiting the generality of the foregoing, the Agent may (i) without demand or notice to the Grantor (except as required by applicable law), collect, receive or take possession of the Collateral or any part thereof, and for that purpose the Agent (and/or its Agents, servicers or other independent contractors) may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease or otherwise

dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may, in its reasonable discretion, deem commercially reasonable or otherwise as may be permitted by law. The Agent and each of the Lenders shall have the right at any public sale or sales, and, to the extent permitted by applicable law, at any private sale or sales, to bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) and become a purchaser of the Collateral or any part thereof free of any right of redemption on the part of the Grantor, which right of redemption is hereby expressly waived and released by the Grantor to the extent permitted by applicable law. The Agent may require the Grantor to assemble the Collateral and make it available to the Agent at any place designated by the Agent to allow the Agent to take possession or dispose of such Collateral. The Grantor agrees that the Agent shall not be obligated to give more than ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. The Agent shall not be obligated to make any sale of Collateral if, in the exercise of its reasonable discretion, it shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Agent may, without notice or publication (except as required by applicable law), adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. The Grantor shall be liable for all reasonable expenses of retaking, holding, preparing for sale or the like, and all reasonable attorneys' fees, legal expenses and other costs and expenses incurred by the Agent in connection with the collection of the Indebtedness and the enforcement of the Agent's rights under this Agreement and the other Loan Documents. The Grantor shall, to the extent permitted by applicable law, remain liable for any deficiency if the proceeds of any such sale or other disposition of the Collateral (conducted in conformity with this clause (ii) and applicable law) applied to the Indebtedness are insufficient to pay the Indebtedness in full.

(c) The Agent may cause any or all of the Collateral held by it to be transferred into the name of the Agent or the name or names of the Agent's nominee or nominees.

(d) The Agent may exercise any and all rights and remedies of the Grantor under or in respect of the Collateral, including, without limitation, any and all rights of the Grantor to demand or otherwise require payment of any amount under, or performance of any provision of any of the Collateral and any and all voting rights and corporate powers in respect of the Collateral.

(e) On any sale of the Collateral, the Grantor is hereby authorized to comply with any limitation or restriction with which compliance is necessary (based on a reasoned opinion of the Agent's counsel) in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any applicable Governmental Authority.

(f) The Agent may direct account debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Agent or as the Agent shall direct.

(g) The Agent is hereby granted a license or other right to use, without charge, all of the Grantor's property, including, without limitation, all of the Grantor's labels, trademarks, copyrights, patents and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral, and the

Grantor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit until the Indebtedness is paid in full.

Section 6.3 Application of Proceeds. All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, or then or at any time thereafter be applied in whole or in part by the Agent as follows (subject to the terms of the Intercreditor Agreement):

(a) First, to the payment of then outstanding out-of-pocket costs and expenses of the Agent and the Lenders (in proportion to such costs and expenses theretofore incurred by each), including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made under the Loan Documents by the Agent and the Lenders;

(b) Second, to the Lenders ratably, in an amount up to eighty-five percent (85%) of the original principal amount owing to the Lenders under each Note;

(c) Third, to OMM in an amount up to fifteen percent (15%) of the original principal amount owing to OMM under the OMM Note;

(d) Fourth, to the Lenders, Agent, and SVB ratably (in proportion to all remaining obligations owing to each under the Notes and the SVB Loan and Security Agreement and related loan documents), in an amount up to the sum of all other outstanding and unpaid obligations owing under the Notes and the SVB Loan and Security Agreement and related loan documents (including all principal, interest, additional premiums and other amounts owed and indemnification claims not otherwise satisfied pursuant to the preceding clauses); and

(e) Fifth, to whomsoever may be lawfully entitled to receive the same including Borrower.

(f) Notwithstanding anything in this Agreement to the contrary, the above priorities shall not apply to any and/or all of SVB's present and future rights (whether described as rights of setoff, banker's liens, chargeback or otherwise, and whether available to SVB under the law or under any other agreement between SVB and Borrower concerning any account maintained by the Borrower with SVB or any of its affiliates ("Account")) with respect to: (a) the face amount of a check, draft, money order, instrument, wire transfer of funds, automated clearing house entry, credit from a merchant card transaction, other electronic transfer of funds or other item (i) deposited in or credited to any Account and returned unpaid or otherwise uncollected or subject to an adjustment entry, whether for insufficient funds or for any other reason and without regard to the timeliness of the return or adjustment or the occurrence or timeliness of any other person's notice of nonpayment or adjustment, (ii) subject to a claim against the SVB for breach of transfer, presentment, encoding, retention or other warranty under Federal Reserve Regulations or Operating Circulars, clearing house rules, the UCC or other applicable law, or (iii) for a merchant card transaction, against which a contractual demand for chargeback has been made; (b) service charges, fees or expenses payable or reimbursable to the SVB in connection with any Account or any related services; and (c) any adjustments or corrections of any posting or encoding errors, for which SVB shall be senior to the other Lender.

Section 6.4 Insolvency Events. In the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the

property of Borrower or the proceeds thereof to the creditors of Borrower, or the readjustment of any claims, whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any part of any of the claims, or the application of the property of Borrower to the payment or liquidation thereof, or upon the dissolution or other winding up of Borrower's business, or upon the sale of all or any substantial part of Borrower's property (any of the foregoing being hereinafter referred to as an "Insolvency Event"), then, and in any such event, and subject to any subordination arrangements (including the Intercreditor Agreement) to which the Lenders may be subject, (a) all payments and distributions of any kind or character, whether in cash or property or securities in respect the Lenders' claims shall be distributed ratably among the Lenders; (b) each Lender shall promptly file a claim or claims, on the form required in such proceeding, for the full outstanding amount of such Lender's claim, and shall use its best efforts to cause said claim or claims to be approved; (c) each of the Lenders hereby irrevocably agrees that, to the extent that it fails timely to do so, any other Lender may in the name of the first Lender, or otherwise, prove up any and all claims of the first Lender relating to the first Lender's claim; and (d) in the event that, notwithstanding the foregoing, any payment or distribution of any kind or character, whether in cash, properties or securities, shall be received by a Lender in excess of its ratable share, then the portion of such payment or distribution in excess of such Lender's ratable share shall be received by such Lender in trust for and shall be promptly paid over to the other Lender for application to the payments of amounts due on the other Lender's claims. To the extent any payment for the account of Borrower is required to be returned as a voidable transfer or otherwise, the Lenders shall contribute to one another as is necessary to ensure that such return of payment is on a pro rata basis. With respect to SVB, the provisions of this section apply only to Borrower's obligations to SVB under the SVB Note and not any other obligations of Borrower to SVB, including under the SVB Loan and Security Agreement.

ARTICLE 7

The Agent

Section 7.1 Appointment and Duties of Agent

. The Lenders hereby appoint SVB, subject to the terms and conditions of this Section 7, as the Agent for the Lenders under and for purposes of this Agreement and the other Loan Documents. Each of the Lenders hereby irrevocably authorizes and directs the Agent to take such action on its behalf and to exercise such powers hereunder as are delegated to the Agent herein, together with such powers as are reasonably incident thereto, in connection with the administration of and enforcement of any rights or remedies with respect to this Agreement and the other Loan Documents for the ratable benefit of the Lenders. The Agent shall use reasonable diligence to examine the face of each document received by it hereunder to determine whether such document, on its face, appears to be what it purports to be. However, the Agent shall not be under any duty to examine into or pass upon the validity or genuineness of any documents received by it hereunder and the Agent shall be entitled to assume that any of the same which appears regular on its face is genuine and valid and what it purports to be.

Section 7.2 Discretion and Liability of the Agent

. Subject to Sections 7.3 and 7.5 hereof, the Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it by, or with respect to, taking or refraining from taking any action or actions which it may be able to take under or in respect of this Agreement and the other Loan Documents. Neither the Agent nor any of its directors, officers, employees, agents or representatives shall be liable for any action taken or not taken or under any Loan Document in the absence of bad faith or willful misconduct.

Section 7.3 Event of Default

. The Agent shall be entitled to assume that no Default or Event of Default has occurred unless the Agent has actual knowledge of such facts or has received notice from a Lender in writing that such Lender considers that a Default or Event of Default has occurred and is continuing and which specifies the nature thereof. If the Agent shall acquire actual knowledge of or receive notice from a Lender that a Default or Event of Default has occurred, the Agent shall promptly notify the Lenders and the Grantor of such Default or Event of Default.

Section 7.4 Consultation

. The Agent in good faith may consult with legal counsel or other advisors selected by it and shall be entitled to fully rely upon any opinion of such counsel or other advisor in connection with any action taken or not taken by the Agent in accordance with such opinion.

Section 7.5 Communications to and from the Agent

. Upon any occasion requiring or permitting an approval, consent, waiver, election or other action on the part of the Lenders, unless action by the Agent alone is expressly permitted hereunder, action shall be taken by the Agent for and on behalf or for the benefit of the Lenders upon the direction of the Majority Lenders. The Grantor may rely upon any communication from the Agent hereunder and need not inquire into the propriety of or authorization for such communication. Upon receipt by the Agent from the Grantor or any Lender of any communication calling for an action on the part of the Lenders, the Agent will, in turn, promptly inform the other Lenders in writing of the nature of such communication.

Section 7.6 Limitations of Agency

. The Agent will act under the Loan Documents solely as the agent of the Lenders and only to the extent specifically set forth in the Loan Documents and will, under no circumstances, be considered to be a fiduciary of any nature whatsoever in respect of any other Person. The relationship between the Agent and the Lenders is that of agent and principal only and the Agent shall not be deemed to be a trustee or fiduciary for any Lender. The Agent may generally engage in any kind of banking or trust business with the Grantor as if it were not the Agent.

Section 7.7 No Representation or Warranty

. No Lender (including the Agent) makes to any other Lender any representation or warranty, express or implied, or assumes any responsibility with respect to the execution, validity or enforceability of this Agreement or the other Loan Documents.

Section 7.8 Lender Credit Decision

. Each Lender acknowledges that it has, independent of and without reliance upon any other Lender (including the Agent) or any information provided by any other Lender (including the Agent) and based upon the financial statements of the Grantor and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independent of and without reliance upon any other Lender (including the Agent) and based upon such documents and information as it shall deem appropriate at that time, continue to make its own credit decision in taking or not taking action under this Agreement and the other Loan Documents.

Section 7.9 Indemnity

. Each Lender hereby indemnifies (which indemnity shall survive the termination of this Agreement) the Agent, pro rata according to such Lender's percentage of the Indebtedness, from and against any and all liabilities, obligations, losses, damages, claims, costs, or expenses of any kind or nature whatsoever including reasonable attorneys' fees which may at any time be imposed on, incurred by, or asserted against, the Agent in any way related to or arising out of this Agreement or the other Loan Documents and as to which the Agent is not reimbursed by the Grantor or any other person; provided, however, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, claims, costs or expenses which are determined by a court of competent jurisdiction in a final proceeding to have resulted solely from the Agent's bad faith or willful misconduct. The Agent shall not be required to take any action hereunder or under any other Loan Document, or to prosecute or defend any suit in respect of the transactions contemplated hereby, unless it is indemnified hereunder to its satisfaction. If any indemnity in favor of the Agent shall be or become, in the Agent's determination, inadequate, the Agent may call for additional indemnification from the Lenders and cease to do the acts indemnified against hereunder until such additional indemnity is given.

Section 7.10 Resignation or Removal of Agent; Successor Agent

. The Agent may resign as such at any time upon at least thirty (30) days' prior notice to the Grantor and all Lenders. The Agent may be removed at any time by the Majority Lenders upon at least thirty (30) days' prior notice by the Majority Lenders to the Grantor and the Agent but only for cause consisting of its bad faith or willful misconduct or following a declaration of insolvency by the appropriate regulators. If the Agent at any time shall resign or be removed, the Majority Lenders may appoint another Lender as a successor Agent which shall thereupon become the Agent hereunder. If no successor Agent shall have been so appointed by the Majority Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring Agent gives notice of resignation, then the retiring Agent may, on behalf of the Lenders, appoint the successor Agent, which shall be one of the Lenders. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall be entitled to receive from the retiring Agent such documents of transfer and such assignments as such successor Agent may reasonably request, and shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations as Agent under this Agreement. Notwithstanding the foregoing, if no Event of Default exists and is continuing, any successor Agent appointed hereunder must be acceptable to the Grantor, provided that the Grantor's consent to the appointment will not be unreasonably withheld or delayed.

ARTICLE 8
Miscellaneous

Section 8.1 No Waiver; Cumulative Remedies; Marshalling

. No failure on the part of the Agent to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law. The Grantor hereby waives all requirements of law, if any, relating to the marshalling of assets which would be applicable in connection with the enforcement by the Agent of its remedies hereunder, absent this waiver.

Section 8.2 Successors and Assigns

. Subject to the terms and conditions of the Loan Documents, this Agreement shall be binding upon and inure to the benefit of the Grantor and the Agent and their respective heirs, successors and assigns, except that the Grantor may not assign any of their rights or obligations under this Agreement without the prior written consent of the Agent.

Section 8.3 AMENDMENT; ENTIRE AGREEMENT

. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REFERRED TO HEREIN EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by all of the parties hereto.

Section 8.4 Notices

. All notices, requests, consents, approvals, waivers and other communications hereunder shall be in writing (including, by facsimile transmission) and mailed, faxed or delivered to the address or facsimile number specified for notices on signature pages hereto; or, as directed to the Grantor or the Agent, to such other address or number as shall be designated by such party in a written notice to the other. All such notices, requests and communications shall, when sent by overnight delivery, or faxed, be effective when delivered for overnight (next business day) delivery, or transmitted in legible form by facsimile machine (with electronic confirmation of receipt), respectively, or if mailed, upon the third business day after the date deposited into the U.S. mail, or if otherwise delivered, upon delivery; except that notices to the Agent shall not be effective until actually received by the Agent.

Section 8.5 GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR CALIFORNIA STATE COURT SITTING IN SANTA CLARA COUNTY, CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTOR AND THE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTOR AND THE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY LOAN DOCUMENT.

Section 8.6 Headings

. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 8.7 Survival of Representations and Warranties

. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by the Agent shall affect the representations and warranties or the right of the Agent or the Lenders to rely upon them.

Section 8.8 Counterparts

. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.9 Severability

. Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.10 Construction

. Each of the Grantor and the Agent acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Grantor and the Agent.

Section 8.11 Termination of Security Interest

. Upon payment in full in cash of the Indebtedness and the expiration of any obligation of the Agent and the Lenders to extend credit accommodations to the Grantor, the Security Interest granted hereby shall terminate. Upon any such termination, the Agent will return to the Grantor such of the Collateral then in the possession of the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the expense of the Grantor and shall be without warranty by, or recourse on, the Agent. As used in this Section 8.11, "Grantor" includes any assigns of Grantor, any Person holding a subordinate security interest in any of the Collateral or whoever else may be lawfully entitled to any part of the Collateral.

Section 8.12 WAIVER OF JURY TRIAL

. EACH OF THE GRANTOR AND THE AGENT WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY EITHER SUCH PARTY AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF THE GRANTOR AND THE AGENT AGREE THAT ANY SUCH CLAIM OR CAUSE OF

ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH SUCH PARTY FURTHER AGREES THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

Section 8.13 Continuing Lien

. The security interest granted under this Agreement shall be a continuing security interest in every respect (whether or not the outstanding balance of the Indebtedness is from time to time temporarily reduced to zero) and the Agent's security interest in the Collateral as granted herein shall continue in full force and effect for the entire duration that the Notes remain in effect and until all of the Indebtedness is repaid and discharged in full, and no commitment (whether optional or obligatory) to extend any credit under the Notes remain outstanding.

Section 8.1 Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the

terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank]

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

NAV DY, INC., as the Grantor

DocuSigned by:
Doug Simpson
By: _____
A0FF4M5A6A2F42B
Name: Doug Simpson
Title: Chief Executive Officer

Delaware File No: 5350283

Address for Notices:

575 7th Street
San Francisco, CA 94103
Attention: Doug Simpson
Email: doug@navdy.com

[Signature page 1 to Security Agreement]

TRADEMARK
REEL: 006188 FRAME: 0844

SILICON VALLEY BANK, as the Agent and a Lender

By: Mark Turk
Name: Mark Turk
Title: Managing Director

Address for Notices:

3003 Tasman Drive
Mail Sort HF272
Santa Clara, CA 95054
Fax No.: (408) 496-2579
Telephone No.:
Email:

[Signature page 2 to Security Agreement]

TRADEMARK
REEL: 006188 FRAME: 0845

FORMATION8 PARTNERS FUND II, L.P., as a
Lender

By: Formation8 GP II, LLC
Its General Partner

DocuSigned by:
Brett Cummings
By: _____
2E470B93C18D437...
Name: Brett Cummings
Title: Managing Member

Address for Notices:

501 Second Street, Suite 300
San Francisco, CA 94107

**FORMATION8 PARTNERS ENTREPRENEURS
FUND II, L.P.**, as a Lender

By: Formation8 GP II, LLC
Its General Partner

DocuSigned by:
Brett Cummings
By: _____
2F470B93C18D437...
Name: Brett Cummings
Title: Managing Member

Address for Notices:

501 Second Street, Suite 300
San Francisco, CA 94107

[Signature page 3 to Amended and Restated Security Agreement]

PV EXPANSION FUND I, L.P., as a Lender

By: PVE GP I, LLC

Its: General Partner

DocuSigned by:


By: _____
Name: Michael Collett
Title: Managing Director

Address for Notices:

30 S. Wacker Dr., Suite 1600
Chicago, IL 60606
Attention: Michael Collett
Telephone:
Email: mike@promusventures.com

[Signature page 4 to Security Agreement]

TRADEMARK
REEL: 006188 FRAME: 0847

O'MELVENY & MYERS LLP, as a Lender

DocuSigned by:

Paul Sieben

By: _____

Name: Paul Sieben

Title: Partner

Address for Notices:

2765 Sand Hill Road
Menlo Park CA 94025
Attention: Paul Sieben
Telephone: (650) 473-2613
Email: psieben@omm.com

[Signature page 5 to Security Agreement]

TRADEMARK
REEL: 006188 FRAME: 0848

Schedule I

Permitted Liens

That lien of Silicon Valley Bank perfected pursuant to that certain Financing Statement filed as follows:

UCC-1 Financing Statement, filed on November 30, 2015, file number 2015-5660187

Debtor: Navdy, Inc.

Secured Party: Silicon Valley Bank