

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PIVOTAL SYSTEMS CORPORATION		02/20/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANZU INDUSTRIAL RBI USA LLC		
<b>Street Address:</b>	12610 RACE TRACK RD		
<b>Internal Address:</b>	SUITE 250		
<b>City:</b>	TAMPA		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33626		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5810272	PIVOTAL SYSTEMS	
<b>Registration Number:</b>	5810270	PIVOTAL SYSTEMS	
<b>Serial Number:</b>	87908452	SENSOR X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6472		
<b>Email:</b>	dmontebianco@cooley.com		
<b>Correspondent Name:</b>	DEREK MONTEBLANCO		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	334408-106		
<b>NAME OF SUBMITTER:</b>	DEREK MONTEBLANCO		
<b>SIGNATURE:</b>	/DEREK MONTEBLANCO/		
<b>DATE SIGNED:</b>	02/21/2020		
<b>Total Attachments: 13</b>			

CH \$90.00 5810272

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2020, (the "Agreement") between ANZU INDUSTRIAL RBI USA LLC, a Delaware limited liability company ("Secured Party") and PIVOTAL SYSTEMS CORPORATION, a Delaware corporation, ("Grantor") is made with reference to the Security Agreement, dated as of February 20, 2020 (as amended from time to time, the "Security Agreement"), between Secured Party and Grantor. Terms defined in the Security 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 Secured Obligations under the Security Agreement, Grantor grants to Secured Party 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) 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 B;

(c) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks 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 Secured Party with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security 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 Secured Party of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Secured Party of any other rights, powers or remedies.

This Agreement shall be governed by the internal law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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

**GRANTOR:**

PIVOTAL SYSTEMS CORPORATION, a  
Delaware corporation

By 

Name: John Hoffman

Title: Chief Executive Officer

Address for Notices:  
Attn: John Hoffman  
48389 Fremont Blvd. #100  
Fremont, California 94538

**SECURED PARTY:**

ANZU INDUSTRIAL RBI USA LLC, a  
Delaware limited liability company

By \_\_\_\_\_

Name: Whitney Haring-Smith

Title: Managing Member

Address for Notices:  
Attn: Whitney Haring-Smith  
Anzu Industrial RBI USA LLC  
12610 Race Track Rd, Suite 250  
Tampa, FL 33626

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

**GRANTOR:**

PIVOTAL SYSTEMS CORPORATION, a  
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By \_\_\_\_\_

Name: John Hoffman

Title: Chief Executive Officer

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48389 Fremont Blvd. #100  
Fremont, California 94538

**SECURED PARTY:**

ANZU INDUSTRIAL RBI USA LLC, a  
Delaware limited liability company

By 

Name: Whitney Haring-Smith

Title: Managing Member

Address for Notices:

Attn: Whitney Haring-Smith  
Anzu Industrial RBI USA LLC  
12610 Race Track Rd, Suite 250  
Tampa, FL 33626

EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number
1.	None Identified		

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	Method for Wide Range Gas Flow with Real Time Flow Measurement and Correction		6,119,710 (09/19/2000)
2.	Wide Range Gas Flow System with Real Time Flow Measurement and Correction		6,216,726 (04/17/2001)
3.	System and Method for Vacuum Chamber Leak Detection		7,590,498 (09/15/2009)
4.	Use of Modeled Parameters for Real-Time Semiconductor Process Metrology Applied to Semiconductor Processes		7,695,984 (04/13/2010)
5.	Techniques for Calibration of Gas Flows		7,757,541 (07/20/2010)
6.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		7,823,436 (11/02/2010)
7.	End Point Detection Method for Plasma Etching of Semiconductor Wafers with Low Exposed Area		7,871,830 (01/18/2011)



No.	Description	Application Number	Registration Number
8.	System and Method for Controlling Process End-Point Utilizing Legacy End-Point System		7,873,052 (01/18/2011)
9.	Data Timestamp Management		7,937,232 (05/03/2011)
10.	Method and Apparatus for Identifying the Chemical Composition of a Gas		7,940,395 (05/10/2011)
11.	High-Speed SECS Message Services (HSMS) Pass-Through Including Bypass		8,102,844 (01/24/2012)
12.	Method and Apparatus for Identifying the Chemical Composition of a Gas		8,237,928 (08/07/2012)
13.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		8,240,324 (08/14/2012)
14.	Method and Apparatus for Enhancing In-Situ Gas Flow Measurement Performance		8,265,888 (09/11/2012)
15.	Method and Apparatus for Enhancing In-Situ Gas Flow Measurement Performance		8,271,210 (09/18/2012)

No.	Description	Application Number	Registration Number
16.	Method and Apparatus for Enhancing In-Situ Gas Flow Measurement Performance		8,271,211 (09/18/2012)
17.	Method and Apparatus for the Measurement of Atmospheric Leaks in the Presence of Chamber Outgassing		8,393,197 (03/12/2013)
18.	Method and Apparatus for Enhancing In-Situ Gas Flow Measurement Performance		8,667,830 (03/11/2014)
19.	Method and Apparatus for Enhancing In-Situ Gas Flow Measurement Performance		8,857,456 (10/14/2014)
20.	Transient Measurements of Mass Flow Controllers		9,400,004 (07/26/2016)
21.	Method and Apparatus for Gas Flow Control		9,523,435 (12/20/2016)
22.	Method and Apparatus for Gas Flow Control		9,904,297 (02/27/2018)
23.	Method and Apparatus for Gas Flow Control		9,983,595 (05/29/2018)

No.	Description	Application Number	Registration Number
24.	Method and Apparatus for Gas Flow Control		10,401,202 (09/03/2019)
25.	Method and Apparatus for Gas Flow Control		South Korea 10-1718570
26.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		South Korea 10-1840047
27.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		Japan 5654099
28.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		Japan 5971636
29.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		Japan 6064599
30.	Method and Apparatus for Measuring and Detecting Optical Emission and Determining Relative Concentrations of Atoms of Gas		Taiwan 396224
31.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		Taiwan 399627

No.	Description	Application Number	Registration Number
32.	Method and Apparatus for Gas Flow Control		Taiwan 435196
33.	Method and Apparatus for Identifying the Chemical Composition of a Gas		China ZL 200880102077.2
34.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		China ZL 200980109390.3
35.	Method and Apparatus for In Situ Testing of Gas Flow Controllers		China ZL 201510068328.1
36.	Method and Apparatus for Gas Flow Control		Germany 602010038482.9
37.	Method and Apparatus for Gas Flow Control		France 2488925
38.	Method and Apparatus for Gas Flow Control		Ireland 2488925
39.	Method and Apparatus for Gas Flow Control		Great Britain 2488925

No.	Description	Application Number	Registration Number
40.	Preloaded Piezo Actuator and Gas Valve Employing the Actuator	16/510,671 (07/12/2019)	

EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number
1.	PIVOTAL SYSTEMS (& designs)		5,810,272 (07/23/2019)
2.	PIVOTAL SYSTEMS		5,810,270 (07/23/2019)
3.	SENSOR X	87/908,452 (05/04/2018)	

EXHIBIT D

Mask Works

No.	Description	Application	Registration
1.	None Identified		