

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599387

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900563090

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vecna Robotics, Inc.		07/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88339581	VECNA
Serial Number:	88906900	VENTIV
Serial Number:	88009762	PIVOT.AL
Serial Number:	86046213	CODE SOMETHING THAT MATTERS
Serial Number:	85036098	VECNA MEDICAL
Serial Number:	78402927	VECNA
Serial Number:	78396868	VKIOSK
Serial Number:	77948481	VGO
Serial Number:	77053986	GOALMIND

CORRESPONDENCE DATA

Fax Number: 8586385130

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.

Phone: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

TRADEMARK

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	09/24/2020
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 31, 2020 by and between **COMERICA BANK**, a Texas banking association ("Bank") and **VECNA ROBOTICS, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks registered with the United States Patent and Trademark Office and the United States Copyright Office, a complete list of which is set forth on Exhibits A, B and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

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 the same instrument.

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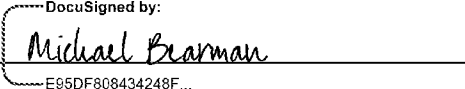
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

VECNA ROBOTICS, INC.

425 Waverly Oaks Road
Suite 250
Waltham, MA 02452
Attn: Daniel Patt, CEO

By:  E95DF808434248F...

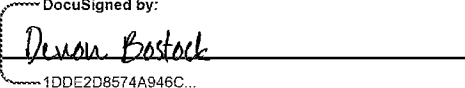
Name: Michael Bearman
Title: Vice President, Internal Administration and
General Counsel

BANK:

Address of Bank:

COMERICA BANK

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By:  1DDE2D8574A946C...

Name: Devon Bostock
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

Patents*

<u>Description</u>	<u>Patent/ Appl. No.</u>	<u>Issue/ File Date</u>
System and method for instructing a device	9999976	6/19/18
Body worn apparatus	10028878	7/24/18
Order picking method and mechanism	10040194	8/7/18
Mobile robot with conveyor system	10048697	8/14/18
Controlling a fluid actuated device	10072681	9/11/18
Transporting one or more items with an autonomous robot	10108185	10/23/18
Method and apparatus for transporting a payload	10114372	10/30/18
Actuator for rotating members	10132336	11/20/18
Interactions between a vehicle and a being encountered by the vehicle	10168699	1/1/19
Autonomous vehicle vision system	10171775	1/1/19
Monitoring one or more articles on a support surface	10216865	2/26/19
System and method of providing delivery of items from one container to another container in a hybrid environment	10392190	8/27/19
Mobile robot with conveyor system	10437255	10/8/19
Mobile robot for performing hospitality service(s) for guest(s) of a hospitality business	10482550	11/19/19
Order picking method and mechanism	10513030	12/24/19
Actuator for rotating members	10527072	1/7/20
System and method of asynchronous robotic retrieval and delivery of items	10549915	2/4/20
System and method of asynchronous robotic retrieval and delivery of items between two sites	10556334	2/11/20
Autonomous vehicle vision system	10560665	2/11/20
Hydrosymbiosis	10563676	2/18/20
System and method of providing delivery of items from one container to another container	10589932	3/17/20
Controlling a fluid actuated device	10590965	3/17/20
Mobile extraction-assist robot	7719222	5/18/10
Mobile robot with arm member	7902784	3/8/11
Mobile robot with hydraulic mechanism	8102134	1/24/12
Mobile reconfigurable robot	8106616	1/31/12
A video system using camera modules to provide real-time composite video image	8279266	10/2/12
System for providing camera views	8446457	5/21/13
High efficiency actuator method, system and apparatus	8567185	10/29/13
High precision energy efficient valve	8579250	11/12/13
Method and system for determining a potential relationship between entities and relevance thereof	8595161	11/26/13
Task flexibility for actuators	8626326	1/7/14
Pressure relief valve	8739820	6/3/14
Guy wire control apparatus and method	8881471	11/11/14
Fluid power device, method and system	8915073	12/23/14
Loading articles on one or more support surfaces with one or more mobile devices	9089969	7/28/15
Actuator with integrated force and position sensing	9115732	8/25/15
System and method for instructing a device	9211644	12/15/15
Method and apparatus for transporting a payload	9352745	5/31/16
Breaking a rotatable power transfer device	9387833	7/12/16
Apparatus with hydraulic power module	9387895	7/12/16
Apparatus and method of assisting an unattended robot	9393692	7/19/16

<u>Description</u>	<u>Patent/ Appl. No.</u>	<u>Issue/ File Date</u>
Vehicle and operating method	9393857	7/19/16
Methods and systems for shifting gears of a transmission	9394973	7/19/16
Wirelessly transferring energy to a mobile device	9397518	7/19/16
Method and device for accommodating items	9411337	8/9/16
System for providing camera views	9413954	8/9/16
High efficiency actuator method, system and apparatus	9422947	8/23/16
Activation element and method	9440361	9/13/16
Controller device and method	9452528	9/27/16
Actuator with variable attachment connector	9463085	10/11/16
Transporting and /or sorting items with mobile robot(s)	9463927	10/11/16
Inventoring item(s) within an environment	9466046	10/11/16
Vehicle operating method and system	9471062	10/18/16
Mobile robot for receiving, transporting, and/or delivering one or more pharmaceutical items	9489490	11/8/16
Accumulator method and apparatus	9506479	11/29/16
High force hydraulic actuator	9506481	11/29/16
Method and device for accommodating items	9575492	2/21/17
Communicating information to a user	9576447	2/21/17
Loading items onto a vehicle	9592759	3/14/17
Camera module and operating method	9609234	3/28/17
Method and device for accommodating items	9623553	4/18/17
Methods of operating a mechanism and systems related therewith	9623560	4/18/17
Fluid power device, method and system	9657750	5/23/17
Controlled interaction between a mobile robot and another entity	9701012	7/11/17
Method and apparatus for autonomously recognizing at least one object in an image	9710708	7/18/17
Autonomous vehicle providing services at a transportation terminal	9720414	8/1/17
Item manipulating and gathering method	9764675	9/19/17
Reconfigurable user input/output device	9766846	9/19/17
Transferring energy between a mobile unit and another discrete unit	9849800	12/26/17
Mobile robot for receiving task selection(s) related to electronically presented information	9919420	3/20/18
Body worn apparatus and prosthetic	9956092	5/1/18
Miniature camera module	12626983	11/30/09
Reconfigurable user input/output device	13072986	3/28/11
Order picking method and mechanism	16720216	12/19/19

*** Please note registration continues to be held in prior legal name.**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
VECNA	88339581	3/14/19
VENTIV*	88906900	5/8/20
PIVOT.AL*	88009762	6/21/18
CODE SOMETHING THAT MATTERS*	86046213	8/23/13
VECNA MEDICAL*	85036098	5/12/10
VECNA*	78402927	4/16/04
VKIOSK*	78396868	4/6/04
VGO*	77948481	3/2/10
GOALMIND*	77053986	11/30/06

* Please note registration continues to be held in prior legal name.