

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Movandi Corporation		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76719579	MOVANDI	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	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		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	10/12/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 9, 2020 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”), and **MOVANDI CORPORATION**, a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 as of October 9, 2020 (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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

7555 Irvine Center Drive, Suite 100
Irvine, CA 92618
Attn: Scott Burri, Chief Financial Officer

MOVANDI CORPORATION

DocuSigned by:
By: Maryam Rofougaran
1359C42CEAB148D...

Name: Maryam Rofougaran

Title: Co-CEO

BANK:

Address:

4370 La Jolla Village Drive, Suite 1050
San Diego, CA 92122
Attn: Kadie Sobel, Managing Director

SILICON VALLEY BANK

DocuSigned by:
By: Kadie Sobel
E7BDD584163A400...

Name: Kadie Sobel

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Docket No.	Application No.	Filing Date	Patent No.	Issue Date
MOV1001	15/587,149	5/4/2017	10177828	1/8/2019
MOV1001C1	16/206,196	11/30/2018	10447372	10/15/2019
MOV1002	15/587,189	5/4/2017	9887760	2/6/2018
MOV1002C1	15/847,615	12/19/2017	10142006	11/27/2018
MOV1003	15/607,743	5/30/2017	10321332	6/11/2019
MOV1003C1	16/294,025	3/6/2019	10721634	7/21/2020
MOV1004	15/834,894	12/7/2017	10348371	7/9/2019
MOV1004C1	16/382,386	4/12/2019	10587313	3/10/2020
MOV1005	15/835,971	12/8/2017	10090887	10/2/2018
MOV1005C1	16/111,326	8/24/2018	10666326	5/26/2020
MOV1009	15/655,255	7/20/2017	9935663	4/3/2018
MOV1009C1	15/924,551	3/19/2018	10243594	3/26/2019
MOV1011	16/031,007	7/10/2018	10484078	11/19/2019
MOV1012	16/032,617	7/11/2018	10560179	2/11/2020
MOV1016	16/032,668	7/11/2018	10630373	4/21/2020
MOV1017	15/847,367	12/19/2017	10171115	1/1/2019
MOV1017C1	16/206,450	11/30/2018	10530401	1/7/2020
MOV1021	15/904,521	2/26/2018	10637159	4/28/2020
MOV1022C1	15/724,638	10/4/2017	10142096	11/27/2018
MOV1023C1	15/640,174	6/30/2017	10291296	5/14/2019
MOV1024	15/356,172	11/18/2016	10199717	2/5/2019
MOV1034_0640101	15/225,071	8/1/2016	9923712	3/20/2018
MOV1035_0640102	15/225,523	8/1/2016	10323943	6/18/2019
MOV1036_0640103	15/226,785	8/2/2016	10290920	5/14/2019
MOV1037_0640104	15/232,054	8/9/2016	9813231	11/7/2017
MOV1037C1_0640104C1	15/715,049	9/25/2017	9967087	5/8/2018
MOV1038_0640105	15/255,656	9/2/2016	10014567	7/3/2018
MOV1039_0640106	15/256,038	9/2/2016	9692489	6/27/2017
MOV1039C3_0640106C1IC	16/371,425	4/1/2019	10389412	8/20/2019
MOV1041_0640111	15/292,379	10/13/2016	9813269	11/7/2017
MOV1041C1_0640111C1	15/718,527	9/28/2017	10122404	4/19/2018
MOV1042_0640112	15/292,421	10/13/2016	9755601	9/5/2017
MOV1042C1_0640112C1	15/660,077	7/26/2017	9948260	4/17/2018
MOV1043_0640113	15/335,034	10/26/2016	10256537	4/9/2019
MOV1044_0640114	15/335,179	10/26/2016	10135153	11/20/2018
MOV1045_0640115	15/355,967	11/18/2016	10389041	8/20/2019
MOV1046_0640125	15/488,355	4/14/2017	10062965	8/28/2018
MOV1047_0640130	15/464,174	3/20/2017	10298284	5/21/2019
MOV1048_0640133	15/432,018	2/14/2017	10298275	5/21/2019
MOV1049_0640134	15/432,091	2/14/2017	10014887	7/3/2018
MOV1050_0640135	15/432,185	2/14/2017	10181866	1/15/2019
MOV1050C1_0640135I	16/208,925	12/4/2018	10355770	7/16/2019

In Process Patents

Application No.	Filing Date	Patent No	Issue Date	Status
15/587,149	5/4/2017	10177828	1/8/2019	2018-12-19 Patented Case (150)
16/206,196	11/30/2018	10447372	10/15/2019	2019-09-25 Patented Case (150)
15/587,189	5/4/2017	9887760	2/6/2018	2018-01-17 Patented Case (150)
15/847,615	12/19/2017	10142006	11/27/2018	2018-11-07 Patented Case (150)
15/607,743	5/30/2017	10321332	6/11/2019	2019-05-22 Patented Case (150)
16/294,025	3/6/2019	10721634	7/21/2020	2020-06-30 Patented Case (150)
16/866,536	5/4/2020			2020-08-28 Non Final Action Mailed (41)
15/834,894	12/7/2017	10348371	7/9/2019	2019-06-19 Patented Case (150)
16/382,386	4/12/2019	10587313	3/10/2020	2020-02-19 Patented Case (150)
16/675,290	11/6/2019			2020-08-06 Notice of Allowance Mailed -- Application Received in Office of Publications (93)
15/835,971	12/8/2017	10090887	10/2/2018	2018-09-12 Patented Case (150)
16/111,326	8/24/2018	10666326	5/26/2020	2020-05-06 Patented Case (150)
16/819,388	3/16/2020			2020-06-30 Non Final Action Mailed (41)
15/836,198	12/8/2017			QPIDS to be filed
16/927,225	7/13/2020			2020-07-22 Application Dispatched from Preexam, Not Yet Docketed (20)
15/607,750	5/30/2017			QPIDS to be filed 10/2/2020
17/004,373	8/27/2020			2020-09-08 Application Dispatched from Preexam, Not Yet Docketed (20)
15/655,255	7/20/2017	9935663	4/3/2018	2018-03-14 Patented Case (150)
15/924,551	3/19/2018	10243594	3/26/2019	2019-03-06 Patented Case (150)
16/031,007	7/10/2018	10484078	11/19/2019	2019-10-30 Patented Case (150)
16/526,544	7/30/2019			QPIDS filed 9/18/2020

Application No.	Filing Date	Patent No	Issue Date	Status
16/032,617	7/11/2018	10560179	2/11/2020	2020-01-22 Patented Case (150)
16/927,470	7/13/2020			2020-07-22 Application Dispatched from Preexam, Not Yet Docketed (20)
PCT/US18/64184	12/6/2018			2018-12-14 RO PROCESSING COMPLETED-PLACED IN STORAGE (218)
16/666,680	10/29/2019			2020-08-26 Advisory Action Mailed (83)
16/032,668	7/11/2018	10630373	4/21/2020	2020-04-01 Patented Case (150)
16/689,758	11/20/2019			2019-12-18 Docketed New Case - Ready for Examination (30)
15/847,367	12/19/2017	10171115	1/1/2019	2018-12-12 Patented Case (150)
16/206,450	11/30/2018	10530401	1/7/2020	2019-12-18 Patented Case (150)
16/684,789	11/15/2019			2020-09-21 Notice of Allowance Mailed -- Application Received in Office of Publications (93)
16/233,044	12/26/2018			2019-05-14 Docketed New Case - Ready for Examination (30)
16/398,156	4/29/2019			2019-08-29 Docketed New Case - Ready for Examination (30)
15/904,521	2/26/2018	10637159	4/28/2020	2020-04-08 Patented Case (150)
16/391,628	4/23/2019			2019-06-05 Docketed New Case - Ready for Examination (30)
16/354,390	3/15/2019			2019-06-05 Docketed New Case - Ready for Examination (30)
15/724,638	10/4/2017	10142096	11/27/2018	2018-11-07 Patented Case (150)
15/640,174	6/30/2017	10291296	5/14/2019	2019-04-24 Patented Case (150)
15/356,172	11/18/2016	10199717	2/5/2019	2019-01-16 Patented Case (150)

Application No.	Filing Date	Patent No	Issue Date	Status
16/204,397	11/29/2018			2020-09-15 Non Final Action Mailed (41)
16/398,195	4/29/2019			2019-06-14 Docketed New Case - Ready for Examination (30)
16/397,713	4/29/2019			2020-06-29 Notice of Allowance Mailed -- Application Received in Office of Publications (93)
16/985,285	8/5/2020			2020-08-12 Application Dispatched from Preexam, Not Yet Docketed (20)
16/587,225	9/30/2019			2019-10-16 Sent to Classification contractor (17)
16/449,514	6/24/2019			2020-06-19 Non Final Action Mailed (41)
16/865,013	5/1/2020			2020-07-07 Application Dispatched from Preexam, Not Yet Docketed (20)
16/571,840	9/16/2019			2019-09-30 Sent to Classification contractor (17)
15/225,071	8/1/2016	9923712	3/20/2018	2018-02-28 Patented Case (150)
15/225,523	8/1/2016	10323943	6/18/2019	2019-05-29 Patented Case (150)
15/226,785	8/2/2016	10290920	5/14/2019	2019-04-24 Patented Case (150)
15/232,054	8/9/2016	9813231	11/7/2017	2017-10-18 Patented Case (150)
15/715,049	9/25/2017	9967087	5/8/2018	2018-04-18 Patented Case (150)
15/255,656	9/2/2016	10014567	7/3/2018	
15/256,038	9/2/2016	9692489	6/27/2017	2017-06-07 Patented Case (150)
16/371,425	4/1/2019	10389412	8/20/2019	2019-07-31 Patented Case (150)
15/256,222	9/2/2016			QPIDS to be filed 10/2/2020

Application No.	Filing Date	Patent No	Issue Date	Status
16/920,191	7/2/2020			2020-07-14 Application Dispatched from Preexam, Not Yet Docketed (20)
16/935,422	7/22/2020			2020-07-29 Application Dispatched from Preexam, Not Yet Docketed (20)
16/935,515	7/22/2020			2020-07-29 Application Dispatched from Preexam, Not Yet Docketed (20)
15/292,379	10/13/2016	9813269	11/7/2017	2017-10-18 Patented Case (150)
15/718,527	9/28/2017	10122404	4/19/2018	2018-10-17 Patented Case (150)
15/292,421	10/13/2016	9755601	9/5/2017	2017-08-16 Patented Case (150)
15/660,077	7/26/2017	9948260	4/17/2018	2018-03-28 Patented Case (150)
15/335,034	10/26/2016	10256537	4/9/2019	2019-03-20 Patented Case (150)
15/335,179	10/26/2016	10135153	11/20/2018	2018-10-31 Patented Case (150)
15/355,967	11/18/2016	10389041	8/20/2019	2019-07-31 Patented Case (150)
15/488,355	4/14/2017	10062965	8/28/2018	2018-08-08 Patented Case (150)
15/464,174	3/20/2017	10298284	5/21/2019	2019-05-01 Patented Case (150)
15/432,018	2/14/2017	10298275	5/21/2019	2019-05-01 Patented Case (150)
15/432,091	2/14/2017	10014887	7/3/2018	2018-06-13 Patented Case (150)
15/432,185	2/14/2017	10181866	1/15/2019	2018-12-22 Patented Case (150)
16/208,925	12/4/2018	10355770	7/16/2019	2019-06-26 Patented Case (150)
76719579	8/1/2016	5680782	2/19/2019	2020-09-14 Application Dispatched from Preexam, Not Yet Docketed (20)
63/070,927	8/27/2020			2020-09-03 Application Dispatched from Preexam, Not Yet Docketed (20)
63/073,077	9/1/2020			2020-09-08 Application Dispatched from Preexam, Not Yet Docketed (20)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Movandi	76/719,579	8/1/2016

EXHIBIT D

Mask Works

Wafer type	TSMC PN	Die	T/O date	
280X	TMMLM95A	2801C0, 2802C0, 2803C0, 2804B0	1/28/2019	
RET1	TMML42A	2850B0 & 3950A0	9/15/2019	Not in use anymore
	TMML42B	2850B2 & 3950A2	2/17/2020	Not in use anymore
	TMML42C	2850B1 & 3950A1	2/25/2020	
	TMML42D	2850A0 & 3950A3	5/3/2020	
	TMML42E	2850B3 & 3950A4	2/17/2020	
RET2	TMML71A	2853B0, 3953A0, 3554A0, 3504A0	9/24/2019	Not in use anymore
	TMML71D	2853B1, 3953A1, 3504A1	5/15/2020	
	TMML71E	2853A0, 3953A2, 3554A1	5/20/2020	
RET3	TMML72A	2813A0, 3913A0	10/29/2019	
	TMML72B	2613A0, 3913A1	6/22/2020	



Production



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