

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovize, LLC		11/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3651116	INNOVIZE	
Registration Number:	3651115	INNOVIZE LET'S MAKE IT BETTER	
Registration Number:	3651117	LET'S MAKE IT BETTER	
Registration Number:	5165234	INNOVIZE TO MARKET	
Registration Number:	3650215	INNOVIZE	
Registration Number:	5165235	MORE THAN JUST SPEED	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/09/2022		

CH \$165.00 3651116

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of November 9, 2022, by Innovize, LLC, a Delaware limited liability company (“*Grantor*”), in favor of BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, pursuant to that certain Joinder Agreement No. 1 to Guarantee and Collateral Agreement, dated as of the date hereof, by the Grantor and certain of its affiliates, in favor of the Grantee, Grantor is party to that certain Guarantee and Collateral Agreement, dated as of December 29, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks set forth on Schedule A, together with, among other things, the goodwill of the business symbolized by the trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

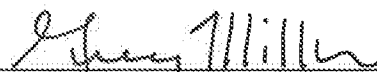
THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

INNOVIZE, LLC

By: 

Name: Grady Miller

Title: Secretary

Accepted and agreed to as of the date first set forth above.

GRANTEE:

BMO HARRIS BANK N.A.

By: _____

Name: _____

Title: _____

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications:

Grantor	Trademark/ Service Mark	Registration/ (Application) Number	Registration/ (Filed) Date
Innovize, LLC		Reg. No. 3651116	U.S. Registered Registered July 7, 2009
Innovize, LLC		Reg. No. 3651115	U.S. Registered Registered July 7, 2009
Innovize, LLC	LET'S MAKE IT BETTER	Reg. No. 3651117	U.S. Registered Registered July 7, 2009
Innovize, LLC	INNOVIZE TO MARKET	Reg. No. 5165234	U.S. Registered Registered March 21, 2017
Innovize, LLC	INNOVIZE	Reg. No. 3650215	U.S. Registered Registered July 7, 2009
Innovize, LLC	MORE THAN JUST SPEED	Reg. No. 5165235	U.S. Registered Registered March 21, 2017
Innovize, LLC	INNOVIZE	Reg. No. TMA820766	Canada Registered March 27, 2012