

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENOVIX CORPORATION	04/05/2019
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PATENT

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**PATENT**

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**PROPERTY NUMBERS Total: 7**

Property Type	Number
Application Number:	15997252
Application Number:	16019134
Application Number:	16019180
Application Number:	16048620
Application Number:	62715233
Application Number:	16241159
Application Number:	16257216

**CORRESPONDENCE DATA**

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<b>ATTORNEY DOCKET NUMBER:</b>	1066768 PT
<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN
<b>SIGNATURE:</b>	/SONYA JACKMAN/
<b>DATE SIGNED:</b>	04/08/2019

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, Enovix Corporation, a Delaware corporation ("**Enovix**") (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below); and

WHEREAS, pursuant to a Secured Option Agreement dated as of July 31, 2018 (as amended and/or supplemented from time to time, the "**Agreement**") among Enovix and the Secured Parties referred to in Schedule A (in such capacity, together with their respective successors in such capacity, the "**Secured Parties**"), the Grantor has secured its obligations thereunder (the "**Secured Obligations**") by granting to the Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Secured Option Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Secured Option Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Secured Parties and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the name of one or more Secured Parties, from time to time, so long as any Event of Default (as defined in the Secured Option Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Secured Option Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Secured Parties pursuant to the Secured Option Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Secured Option Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of April, 2019.

ENOVIX CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



CEO

**Schedule A  
to Patent  
Security Agreement**

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**SECURED PARTIES:**

York Distressed Asset Fund III, L.P.  
Rodgers Massey Revocable Living Trust dtd 4/4/11, Thurman John Rodgers, Trustee  
Michael Petrick  
Eddy Zervigon Revocable Trust U/A dated February 16, 2010 - Eddy Zervigon as Trustee  
Edgar Sabounghi  
GCH Investments, LLC  
Dr. Joel Sherman  
The Oberst Family Trust, Dated 12/7/2005  
Marc Greenberger  
Jerome Investments, LLC  
Brian McGovern  
DPIP Project Lion Series  
Tune House Capital I LLC  
DCM V, L.P.



**Schedule 1  
to Patent  
Security Agreement**

ENX- NUM	TITLE	COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	STATUS
ENX-0028	SEPARATORS FOR THREE-DIMENSIONAL BATTERIES	UNITED STATES	ENX-0028.USC1 (0364263)	FCA	06/04/2018	15/997,252	FILED
ENX-0016	THREE DIMENSIONAL BATTERIES AND METHODS OF MANUFACTURING THE SAME	UNITED STATES	ENX-0016.USC1 (0375064)	CON	06/26/2018	16/019,134	FILED
ENX-0027	IONICALLY PERMEABLE STRUCTURES FOR ENERGY STORAGE DEVICES	UNITED STATES	ENX-0027.USC2 (0336936)	CON	06/26/2018	16/019,180	FILED
ENX-0030	ELECTRODE STRUCTURES FOR THREE-DIMENSIONAL BATTERIES	UNITED STATES	ENX-0030.USC2 (0356729)	FCA	07/30/2018	16/048,620	FILED
ENX-0062	ELECTRODE ASSEMBLY MANUFACTURE AND DEVICE	UNITED STATES	ENX0062.PR (2393926)	NEW	08/06/2018	62/715,233	FILED
ENX-0043	DIMENSIONAL CONSTRAINTS FOR THREE-DIMENSIONAL BATTERIES	UNITED STATES	ENX-0043.USC1 (2399269)	CONT	01/07/2019	16/241,159	PENDING
ENX-0059	CONSTRAINED ELECTRODE STRUCTURES	UNITED STATES	ENX-0059.USC1 (2388809)	CONT	01/25/2019	16/257,216	PENDING

