

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5499178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>SEQUENCE:</b>	2
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RIGUP, INC.	04/29/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	380 INTERLOCKEN CRESCENT
<b>Internal Address:</b>	SUITE 600
<b>City:</b>	BROOMFIELD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80021
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29623314
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	cday@mofo.com
<b>Correspondent Name:</b>	MORRISON & FOERSTER LLP
<b>Address Line 1:</b>	425 MARKET STREET
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105-2482
<b>ATTORNEY DOCKET NUMBER:</b>	27292-0000705
<b>NAME OF SUBMITTER:</b>	CHRISTINA DAY
<b>SIGNATURE:</b>	/Christina Day/
<b>DATE SIGNED:</b>	04/30/2019
<b>Total Attachments: 5</b>	
source=1629270 - Closing Copy - F.8 - Patent Security Agreement (published) - RigUp - 2 - NEW_YORK#page1.tif	
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "*Agreement*"), dated as of April 29, 2019, is made by and between among **RIGUP, INC.**, a Delaware corporation (the "Grantor"), and **SILICON VALLEY BANK** (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain other parties, and (ii) that certain Mezzanine Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the domestic registered patents and patent applications filed with the United States Patent and Trademark Office set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

### 1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Patents constituting Collateral, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

### 2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of

Schedule A hereto, i.e. to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts

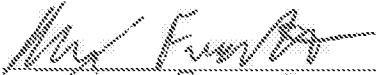
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: MAX FROESE  
Title: VICE PRESIDENT

Address of Assignee:

Silicon Valley Bank  
380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attention: Mr. ~~Derek Hofmeister~~  
Max Froese

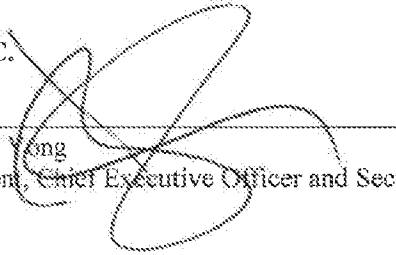
GRANTOR:

RIGUP, INC.

By:

Name: Xuan Peng

Title: President, Chief Executive Officer and Secretary

A handwritten signature in black ink, appearing to be 'Xuan Peng', written over a horizontal line. The signature is stylized and somewhat cursive.

Mailing address:

RigUp, Inc.  
111 Congress Ave.  
Austin, Texas 78701

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 049032 FRAME: 0359**

Schedule A - Patents and Patent Applications

Issued Patents of RigUp, Inc.

Jurisdiction	Serial No.	Filing Date	Patent No.	Issue Date	Inventor	Title
USA	29/623,314	10/24/2017	D846,588	April 23, 2019	Astley Nodar	COMPUTER DISPLAY SCREEN WITH TRANSITIONAL ENERGY INDUSTRY JOB TRACKER GRAPHICAL USER INTERFACE ELEMENT