

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6121989

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCANDIT AG	04/30/2020
RECEIVING PARTY DATA		
Name:	KREOS CAPITAL VI (UK) LIMITED	
Street Address:	25 OLD BURLINGTON STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1S 3AN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8596540
CORRESPONDENCE DATA		
Fax Number:	(858)509-3691	
<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:	8587208900	
Email:	DOCKETING@SHEPPARDMULLIN.COM	
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP	
Address Line 1:	12275 EL CAMINO REAL	
Address Line 2:	SUITE 200	
Address Line 4:	SAN DIEGO, CALIFORNIA 92130	
ATTORNEY DOCKET NUMBER:	BBIPS-KRECH.0034	
NAME OF SUBMITTER:	JAMIE BARBER	
SIGNATURE:	/JAMIE BARBER/	
DATE SIGNED:	05/26/2020	
Total Attachments: 21		
source=04. IP Pledge Agreement - 30.04.2020#page1.tif		
source=04. IP Pledge Agreement - 30.04.2020#page2.tif		
source=04. IP Pledge Agreement - 30.04.2020#page3.tif		
source=04. IP Pledge Agreement - 30.04.2020#page4.tif		
source=04. IP Pledge Agreement - 30.04.2020#page5.tif		

source=04. IP Pledge Agreement - 30.04.2020#page6.tif
source=04. IP Pledge Agreement - 30.04.2020#page7.tif
source=04. IP Pledge Agreement - 30.04.2020#page8.tif
source=04. IP Pledge Agreement - 30.04.2020#page9.tif
source=04. IP Pledge Agreement - 30.04.2020#page10.tif
source=04. IP Pledge Agreement - 30.04.2020#page11.tif
source=04. IP Pledge Agreement - 30.04.2020#page12.tif
source=04. IP Pledge Agreement - 30.04.2020#page13.tif
source=04. IP Pledge Agreement - 30.04.2020#page14.tif
source=04. IP Pledge Agreement - 30.04.2020#page15.tif
source=04. IP Pledge Agreement - 30.04.2020#page16.tif
source=04. IP Pledge Agreement - 30.04.2020#page17.tif
source=04. IP Pledge Agreement - 30.04.2020#page18.tif
source=04. IP Pledge Agreement - 30.04.2020#page19.tif
source=04. IP Pledge Agreement - 30.04.2020#page20.tif
source=04. IP Pledge Agreement - 30.04.2020#page21.tif

IP Pledge Agreement

dated 30 April 2020

by and between

Scandit AG

(the **Pledgor**)

Förrlibuckstrasse 181, 8005 Zurich, Switzerland

and

KREOS CAPITAL VI (UK) LIMITED

(the **Pledgee**)

25 Old Burlington Street London, W1S 3AN United Kingdom

regarding

the pledge of all the Intellectual Property and Related Assets of the Pledgor

Table of Contents

1. Definitions and interpretations	3
2. Pledge and Pledgor's Obligations	5
3. Further Undertakings of the Pledgor	7
4. Representations and warranties.....	9
5. Enforcement.....	10
6. Conditional Assignment	12
7. Application of proceeds	12
8. Power of attorney.....	12
9. Continuing Security; effectiveness of Security	13
10. Release of Pledged Assets	13
11. Miscellaneous.....	14
12. Law and Jurisdiction	15
Signatures	16
Schedule 1: Existing Intellectual Property.....	17
Schedule 2: Form of Notification Letter to the World Institute of Intellectual Property Organisation	20

WHEREAS

- A. Pursuant to the terms of the Loan Agreement (as defined below), the Lender (as defined in the Loan Agreement) has agreed to make available to the Borrower (as defined in the Loan Agreement) the Loan (as defined in the Loan Agreement) subject to the terms and conditions contained therein.
- B. It is a condition under the Loan Agreement (as defined below) that the Pledgor, as security for the due and punctual fulfilment of the Secured Obligations (as defined below), grants a pledge to the Pledgee over the Pledged Assets and the Related Assets (as defined below).
- C. The Pledgor is willing to pledge the Pledged Assets and the Related Assets to the Pledgee as provided herein.

NOW THEREFORE, the parties hereto (the **Parties**) agree as follows:

1. **Definitions and interpretations**

1.1. **Definitions**

Unless defined otherwise herein, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Loan Agreement.

When used in this Agreement only, the following capitalised terms shall have the meaning assigned to them below:

Agreement means this IP pledge agreement and its schedules, as the same may, from time to time, be amended, supplemented or amended and restated;

Collateral Rights means all rights, powers and remedies of the Pledgee provided by this Agreement or by law;

Documents means the Loan Agreement, the Security Documents and the Subordination Documents;

Enforcement means the enforcement, foreclosure or any other kind of realisation of the Pledged Assets;

Enforcement Event means the occurrence of an Event of Default which is continuing;

Intellectual Property means:

- (a) all rights, titles and interests it has under any copyright or other intellectual property law, including without limitation any copyrights in software, databases, other works or any computer programming code (in readable form) of any such software, databases or other work (the **Copyrights**), patents (the **Patents**), trademarks (the **Trademarks**) and domain names (the **Domain Names**), worldwide, owned as of the date hereof or acquired in the future by the Pledgor, in each case whether registered or not and including any licence or sub-licence in those rights (including those as set-out in Schedule 1);
- (b) all pending or future applications for, and the rights to make applications for, any of those rights set forth in (a) above (where such applications can be made), including, without limitation, the pending trademark applications as outlined in Schedule 1 of this Agreement; and
- (c) all rights which have the same or similar effect or nature as or to those in (a) or (b) above or which would in any way prevent or hinder the use or exploitation of the matter to which they relate, in each case worldwide;

Key Jurisdictions means the **US, Canada, EU, UK and Switzerland**;

Loan Agreement means the loan agreement dated on or around 30 April 2020 between the Pledgor as Borrower and the Lender, as varied, amended and/or supplemented from time to time;

Pledge means a pledge pursuant to Art. 899 et seq. of the Swiss Federal Civil Code over the Pledged Assets in accordance with the terms of this Agreement;

Pledgee means the Lender;

Pledged Assets means the Intellectual Property and Related Assets or any other security or asset that is to be or will be pledged to the Pledgee under this Agreement;

Related Assets means, all and any rights, claims or benefits in respect of or derived from the Intellectual Property, including without limitation, claims for damages or claims against an insurance provider in case of loss or damage to the Intellectual Property;

Secured Obligations means, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or any

Group company) of the Borrower to and towards the Lender under and/or in connection with any Document, together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by the Borrower of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

1.2. Interpretations

Terms not defined in this Agreement shall have the meaning as ascribed to them in the Loan Agreement, unless the context requires otherwise.

In addition, in this Agreement:

- (a) references to any agreement or other document are references to such agreement or document as amended, restated, novated, supplemented, extended or replaced, from time to time, in accordance with its terms and includes any change in the purpose of, any extension of or any increase in any facility, any increase in any margin, or the addition of any new facility under that agreement or document;
- (b) references to Clauses and Schedules are references to clauses of and schedules to this Agreement;
- (c) words importing the plural shall include the singular and vice versa; and
- (d) "including" means "including without limitation", not limiting the term(s) to which the word relates to the example(s) thereafter mentioned.

2. Pledge and Pledgor's Obligations

2.1. Undertaking to pledge and effecting of the pledge

- (a) The Pledgor agrees to pledge as of the date hereof to the Pledgee all Pledged Assets and (to the extent legally permitted) Related Assets free and clear of any pledges, liens, rights of set-off or third party rights of

any kind in favour of third parties and as continuing security for the Secured Obligations.

- (b) For the purposes of effecting the Pledge as described in paragraph (a) of this Clause 2.1 (*Undertaking to pledge and effecting of the pledge*), the Pledgor hereby pledges all Pledged Assets and (to the extent legally permitted) Related Assets free and clear of any pledges, liens, rights of set-off or third party rights of any kind in favour of third parties to the Pledgee.
- (c) The Pledge of the Pledged Assets shall be effective as of the date hereof and shall be valid regardless of whether or not such Pledge can be registered and regardless of whether or not the Pledge is or will be registered with the competent registration organisation.

2.2. Registration in Key Jurisdictions

- (a) No later than 5 Business Days after the date hereof, the Pledgor shall notify the competent registration authorities for the registration of the Pledge for each Pledged Assets for which such registration of the Pledge is possible in the Key Jurisdictions and provide the Pledgee with copies of the signed notification letters, inter alia, in the form as attached to in Schedule 2 or otherwise applicable and required; the Pledgor shall further take all measures and acts and execute and deliver all written instruments and declarations required to perfect, protect and maintain the registration of such Pledge in the Key Jurisdictions.
- (b) Where applicable, the Pledgor shall use its best efforts within 10 days following the notification as per paragraph (a) of this Clause 2.2 (*Registration in Key Jurisdictions*) (or as soon as possible if a registration is not possible within 30 Business Days due to a delay caused by the competent registration organisation) to have the Pledge as notified under paragraph (a) of this Clause 2.2 (*Registration in Key Jurisdictions*) registered by the competent registration organisations in the Key Jurisdictions.
- (c) Paragraphs (a) and (b) of this Clauses 2.2 (*Registration in Key Jurisdictions*) shall apply *mutatis mutandis* in case the Pledgor acquires any additional Intellectual Property in the future, whether by registration, purchase or otherwise.

2.3. Right to use Intellectual Property

- (a) Until the occurrence of an Enforcement Event, the Pledgor shall be free to use its Pledged Assets in accordance with and subject to the

terms and conditions of the Loan Agreement and the other Documents. The Pledgor shall not maintain, grant, extend, or otherwise amend (except to terminate) any licence that contains a right to sub-licence.

- (b) After the occurrence of an Enforcement Event, the Pledgor shall not grant, extend or otherwise amend licenses without the prior written consent of the Pledgee.

3. **Further Undertakings of the Pledgor**

From the date of this Agreement until the date the Pledged Assets are released in accordance with Clause 10, the Pledgor undertakes to the Pledgee as follows:

- (a) For the avoidance of doubt, the Pledgor shall also for purposes of this Agreement, comply with all covenants under the Loan Agreement.
- (b) The Pledgor shall provide the Pledgee within 5 Business Days after the end of each calendar year, and at any time after the occurrence of an Event of Default, with an updated Schedule 1 which shall give details of its Intellectual Property at the relevant time.
- (c) The Pledgor undertakes, at its own expense, to promptly or as soon as reasonably practical enter into and procure the perfection of additional pledge agreements or agreements having a similar effect (each an **Additional Security Agreement**) where any such Additional Security Agreement is reasonably required by the Pledgee and as a matter of law for the purpose of creating security over any Intellectual Property owned by the Pledgor and located:
 - (i) in any Key Jurisdiction; and
 - (ii) following an Event of Default only, in any jurisdiction which is not a Key Jurisdiction,

which, for the avoidance of any doubt but without limitation may include the execution and delivery of any Additional Security Document which is not governed by Swiss law.

- (d) Without limitation to paragraph (c) of this Clause 3 (*Further Undertakings of the Pledgor*) above, the Pledgor undertakes, at its own expense, to promptly or as soon as reasonably practical enter into and procure the perfection of any Additional Security Agreement if and to the extent that a Pledge of certain Related Assets requires as a matter of

law, the execution and perfection of a specific pledge agreement and/or any other action for such certain Related Assets.

- (e) The Pledgor shall promptly execute and deliver at its own expense all further instruments, documents, declarations and take all further action, that the Pledgee may request, in order to (i) perfect, register, protect, maintain and enforce the security created under or contemplated by this Agreement (including following an Enforcement Event any security created under or contemplated to be created by this Agreement in any non-Key Jurisdiction) or the security required to be created in relation to any Additional Security Agreement, and (ii) facilitate the exercise of the Collateral Rights.
- (f) Except with the Pledgee's prior written consent or unless expressly permitted otherwise under the Loan Agreement or any other Document, the Pledgor shall not do, or permit to be done, anything which would materially adversely affect the priority, ranking or legality, validity and enforceability of the security created or expressed to be created pursuant to this Agreement.
- (g) The Pledgor undertakes to promptly notify the Pledgee of any material infringement, misappropriation or dilution or threatened or suspected material infringement misappropriation or dilution of or any challenge to the validity of any such necessary Intellectual Property owned by or licensed to it which may come to its notice, supply the Pledgee (if requested) with all information in its possession relating thereto.
- (h) Unless explicitly stated otherwise herein, the Pledgor shall undertake any steps necessary to maintain, register, protect and enforce the Pledged Assets, and promptly pursue its potential claims in relation to the Pledged Assets in the Key Jurisdictions. For the avoidance of doubt, the Pledgee agrees that with its prior written approval, which shall not be unreasonably withheld, the Pledgor shall be entitled to drop claims and disregard its undertakings set forth in this Clause 3(h) when such maintenance, registration, protection, enforcement of pursuing potential claims in relation to certain Pledged Assets would reasonably cease to be economically advantageous to the Pledgor.
- (i) The Pledgor shall immediately upon becoming aware of any litigation in respect of the Intellectual Property notify the Pledgee thereof. Upon the occurrence of an Event of Default, the Pledgee shall have the right, but not the obligation to give the Pledgor binding instructions or to join the Pledgor in any such litigation or, if permitted by law, to litigate on behalf of the Pledgor in case of a litigation in respect of the Intellectual Property.

- (j) Except (A) with the Pledgee's prior written consent or (B) if expressly permitted otherwise under this Agreement, the Loan Agreement and/or any other Documents, the Pledgor shall not:
 - (i) do, or permit to be done, anything which would adversely affect the priority, ranking or legality, validity and enforceability of the Pledge created or expressed to be created pursuant to this Agreement and/or the Collateral Rights;
 - (ii) enter into any legal instrument relating to, or granting any security over, or dispose of, or assign its Pledged Assets;
- (k) The Pledgor shall immediately notify the Pledgee of any occurrence which has or would have a material adverse effect on the Pledge and/or on the Pledged Assets in order to allow the Pledgee to effectively ensure that the validity of the Pledge and/or the Collateral Rights is maintained.
- (l) Upon request by the Pledgee, the Pledgor shall provide the Pledgee free of charge with all information, records and documents that are legally required or which may be otherwise reasonably advisable for the purpose of securing, perfecting or otherwise implementing and/or enforcing the Pledge and/or the Collateral Rights.

4. **Representations and warranties**

- (a) The Pledgor represents and warrants to the Pledgee as at the date hereof and during the term of this Agreement as follows:
 - (i) the Pledgor is and will be the legal and beneficial owner of the Pledged Assets free and clear of any security (except as created under this Agreement and except security expressly permitted to exist under the Documents) and/or any restriction on the ability to encumber, transfer or realise all or any part of the Pledged Assets. For the avoidance of doubt, data provided by third parties (i.e. non affiliates of the Pledgor) is included in the databases which are distributed in connection with software forming part of the Pledged Assets and accordingly third party rights exist in such data as distinct from the databases themselves;
 - (ii) all Pledged Assets have been validly created and, to the extent registration is possible and required pursuant to this Agreement, all Pledged Assets are properly registered in the name of the Pledgor or an application for registration in the name of the Pledgor has been made with the competent registration organisation.

- (iii) all details regarding the Intellectual Property set out in Schedule 1 and the updated Schedule 1 referred to in paragraph (b) of Clause 3 (*Further Undertakings of the Pledgor*) are correct, accurate, complete and up-to-date, subject to an amendment to the Intellectual Property referred to therein made after the date hereof (or after the date when the updated information has been provided) and made in accordance with this Agreement and the other Documents.
 - (iv) the Pledgor has the necessary power to enable it to enter into and perform its obligations under this Agreement and all consents, approvals and authorisations have been obtained and required resolutions passed to make the Pledge valid, binding and enforceable in accordance with the terms of this Agreement;
 - (v) no resolutions of the shareholders' or board meeting of the Pledgor have been passed that could negatively affect the Pledge, the Collateral Rights or any other right or discretion of the Pledgee under this Agreement; and
 - (vi) this Agreement constitutes legal and valid obligations binding on the Pledgor and, upon satisfaction of the obligations set forth in this Agreement, an effective and perfected security interest over the Pledged Assets is and will be (as the case may be) validly created and is enforceable against the Pledgor in accordance with its terms.
- (b) The representations and warranties of the Pledgor in this Clause 4 shall be in addition to and not in lieu of the representations and warranties of the Pledgors in other Documents.
 - (c) The representations and warranties in this Clause 4 are made by the Pledgor by reference to the facts and circumstances existing on the date of this Agreement and are deemed to be repeated on, and by reference to the facts and circumstances then existing on, on and as of the date of each Drawdown Notice, each Drawdown Date, the first day of each Interest Period and each Repayment Date from the date of this Agreement until the release of the Pledged Assets pursuant to Clause 10.

5. Enforcement

- (a) Upon the occurrence of an Enforcement Event, the Pledgee shall be entitled (but not obliged), at its full discretion and without prior notice, to:

- (i) effect Enforcement by either (1) private realisation (*Private Verwertung*, including, to the extent legally permitted self-sale (*Selbsteintritt*)) of Pledged Assets or (2) enforcement proceedings pursuant to the Swiss Debt Collection and Bankruptcy Act under the exclusion of Art. 41 (1^{bis}) of the Swiss Debt Collection and Bankruptcy Act (waiver of the *beneficium excussionis realis*) and the Parties agree in advance that a "*Freihandverkauf*" shall be admissible; and
 - (ii) act as Pledgee contracting in its own name and on its own account or for the account of third persons in private or official Enforcement.
- (b) The Pledgee shall be free to enforce all or only part of the Pledged Assets and to determine the order of enforcement into the Pledged Assets.
- (c) Failure by the Pledgee to sell Pledged Assets or to exercise any right or remedy shall not result in any liability of the Pledgee and shall not prejudice any of the rights the Pledgee may have under this Agreement or any other of the Documents nor be a waiver of any obligation of the Pledgor hereunder and/or thereunder.
- (d) Notwithstanding previous sales or transfers of Pledged Assets without formality or notice, the Pledgee retains the right at all times to take any measure he deems necessary or appropriate in accordance with the Swiss Debt Collection and Bankruptcy Act or any analogous provisions under applicable foreign law.
- (e) The Pledgor agrees that the Pledgee can instruct a third party to conduct the Enforcement of the Pledge for its account.
- (f) In connection with an Enforcement under this Agreement, the Pledgor:
 - (i) waives any right of requesting that the Pledged Assets be realised before foreclosure in any of its other assets or before exercise of any other security interest which may have been granted to the Pledgee for the Secured Obligations;
 - (ii) shall at the request of the Pledgee fully co-operate with the Pledgee and use its best efforts in assisting the Pledgee with regard to the Enforcement; and
 - (iii) shall upon request by the Pledgee provide the Pledgee free of charge with all information, records and documents that are

required or requested for the purpose of enforcing this Agreement, in copy or, if necessary or requested by the Pledgee, in original.

6. **Conditional Assignment**

To the extent that the Pledge on the Intellectual Property and the Related Assets cannot be perfected and/or enforced under Clauses 2, 3 and 5 above under applicable law, this Agreement, upon the occurrence of an Enforcement Event, constitutes a conditional assignment pursuant to art. 164 et seq. of the Swiss Code of Obligations by way of security (*Sicherungszession*) and/or the transfer of title by way of security (*Sicherungsübereignung*), as the case may be, of said Intellectual Property and Related Assets from the Pledgor to the Pledgee, allowing the Pledgee, to perfect (i) private realisation or (ii) institute enforcement proceedings each as stated in Clause 5 (*Enforcement*).

7. **Application of proceeds**

Any proceeds received hereunder by the Pledgee in particular any proceeds received under Clause 5 (*Enforcement*) or Clause 6 (*Conditional Assignment*), shall be applied in accordance with the Loan Agreement or any other relevant Document.

8. **Power of attorney**

Until such time as the Secured Obligations have been paid in full, the Pledgor hereby grants the Pledgee a power of attorney to and the Pledgee shall have the right to execute, deliver and perfect all documents in the Pledgor's name and on the Pledgor's behalf and do all things which it may reasonably consider to be required for:

- (a) carrying out any obligation imposed on the Pledgor under this Agreement (including the execution and delivery of any deeds, notices, charges, assignments or other security, including to transfer Pledged Assets to an acquirer); and
- (b) enabling the Pledgee to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on the Pledgor by or pursuant to this Agreement or by law (including, following the occurrence of an Enforcement Event, the exercise of any right related to the Pledged Assets),

provided that the power of attorney granted hereby shall not be exercised by the Pledgee unless either (i) an Enforcement Event occurred or (ii) the Pledgor has failed to comply with a further assurance or perfection obligation within 5

Business Days of the Pledgor being notified of that failure and being requested to comply by the Pledgee.

9. **Continuing Security; effectiveness of Security**

- (a) The Pledge constitutes a continuing security interest which shall be cumulative, in addition to and independent of every other security which the Pledgee may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. The Pledge expressed to be created under this Agreement shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation), extension, compromise or release of any or all of the Secured Obligations or the Documents or of any other security from time to time.
- (b) Until release of the Pledged Assets pursuant to Clause 10 (*Release of Pledged Assets*) and unless the Pledgee otherwise directs or unless otherwise contemplated by the Documents, the Pledgor will not exercise any rights which it may have upon Enforcement to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Pledgee under the Documents or of any other guarantee or security taken pursuant to, or in connection with the Documents by any of them.

10. **Release of Pledged Assets**

- (a) The Pledgee shall release the Pledged Assets from the Pledge upon full and final discharge of the Secured Obligations (other than contingent obligations to the extent no unsatisfied claim with respect thereto has been asserted).
- (b) Subject to any reinstatement rights, upon release and discharge pursuant to paragraph (a) of this Clause 10 (*Release of Pledged Assets*), the Pledge created pursuant to this Agreement shall terminate in accordance with the terms and conditions of the Loan Agreement and the Pledged Assets then remaining and not previously applied against the Secured Obligations shall be released by the Pledgee.
- (c) Upon request and at the sole costs of the Pledgor, the Pledgee shall, after discharge as described in this Clause 10 (*Release of Pledged Assets*), notify any authority or other competent registration organisation with whom the Pledge has been registered that the Pledge has been released.

11. Miscellaneous

11.1. Exculpation and indemnity

- (a) The Pledgee shall not be liable for any loss or damage suffered by the Pledgor, except in case of wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Pledgee (or any officer, employee, agent or delegate of, or appointed by, the Pledgee for which it is responsible pursuant to mandatory applicable law) as determined by a court of competent jurisdiction by final and non-appealable judgement.
- (b) The Pledgor shall fully release, discharge and indemnify the Pledgee and any delegate and auxiliary person of the Pledgee and keep them fully harmless for any claims raised or brought against them in connection with this Agreement, save in respect of loss or damage suffered as a result of the wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Pledgee (or any officer, employee, agent or delegate of, or appointed by, the Pledgee for which it is responsible pursuant to mandatory applicable law) as determined by a court of competent jurisdiction by final and non-appealable judgement.

11.2. Waivers and amendment

- (a) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Collateral Right preclude any further or other exercise of that or any other Collateral Right.
- (b) Any amendment or waiver of this Agreement or any provision of this Agreement (including this paragraph (b) of this Clause 11.2 (*Waivers and amendment*)) shall only be binding if agreed in writing by all of the Parties.

11.3. No assignment or transfer by Pledgor

The rights and obligations of the Pledgor under this Agreement may not be assigned or transferred without the prior written consent of the Pledgee.

11.4. Notices

- (a) Notices under this Agreement shall be sent to the following addresses:
 - (i) If to the Pledgee:
KREOS CAPITAL VI (UK) LIMITED

25 Old Burlington Street
London, W1S 3AN
United Kingdom
Attention: Directors

(ii) If to the Pledgor:
Scandit AG
Förrlibuckstrasse 181
8005 Zurich
Switzerland
Attention: Samuel Müller and Uwe Krämer

(iii) or to such other address notified in accordance with this provision.

(b) In addition, for the avoidance of doubt, clause 15 (*Notices*) of the Loan Agreement shall apply *mutatis mutandis* to this Agreement.

11.5. Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement, and the Parties will negotiate in good faith to replace the relevant provision by another provision reflecting as closely as possible the original intention and purpose of the Parties.

11.6. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

12. Law and Jurisdiction

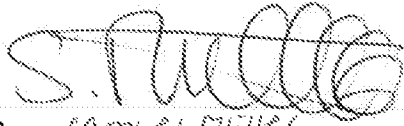
- (a) This Agreement shall in all respects, including all the rights in rem aspects, be governed by and construed in accordance with the substantive laws of Switzerland (to the exclusion of conflict of law rules).
- (b) Each Party submits to the exclusive jurisdiction of the courts of the Zurich 1, Switzerland. The Pledgee reserves the right to bring an action against the Pledgor at its place of domicile or before any other competent court.

[SIGNATURE PAGE FOLLOWS]

Signatures

Scandit AG

the Pledgor



By: Samuel Müller

Title: CEO



By: Christof Roderer

Title: VP Engineering + CIO

KREOS CAPITAL VI (UK) LIMITED

the Pledgee

By:

Title:

By:

Title:

Signatures

Scandit AG

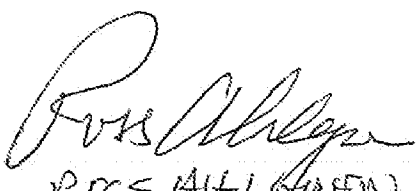
the Pledgor

By:
Title:

By:
Title:

KREOS CAPITAL VI (UK) LIMITED

the Pledgee

By: 
Title: ROSS ALLEN
DIRECTOR

By:
Title:

Schedule 1: Existing Intellectual Property
Schedule 1:**List of Intellectual Property Rights as per 30 April 2020****Trademarks:**

SCANDIT

- Swiss Trademark Registration No. 600403
- International Trademark Registration No. 1058532 covering
 - US (US Reg. No. Trademark 4065254)
 - EU
 - China
 - International Trademark expansions (subsequent designations) to Japan, Australia, Singapore (filed 12/5/2019, grants of protection pending)
- Indian Trademark Registration No. 2909827

Domain names: scandit.com, mirasense.com (additional domain names are registered in the Company's name but not currently used)

Granted Patents:

Method and portable apparatus for recognizing barcodes (utility patent)

- US 8596540 B2
- EP 2377072 B1
- PCT/EP2010/000081 (PCT filing corresponding to above granted patents)

Moveable mirror assembly for electronic device case (utility patent)

- US 101912242

Case for a mobile device iPhone 6 Case (design patent/registered design):

- US 29/547447
- Canada 168770
- European Community Design Application No.: 003169093

Case for a mobile device iPod Touch (design patent/registered design):

- US 29/590686
- Canada 183798
- European Community Design Application No.: 004099364

Patent Applications:

Mobile device case and techniques for multi-view imaging:

- US 62/614814

User interface for barcode scanning (US provisional patent filing)

State reconstruction in retail and supply chain (US utility patent in preparation)

All intellectual property (other than OSS) embedded within the following software modules:

- Data Capture SDK:
 - Barcode scan engine (1D and 2D)
 - OCR engine (e.g. for prices on labels)
 - Native SDKs
 - Plugins for 3rd party mobile frameworks
 - Parsers
 - Web dashboard
 - Backend
 - QA, testing, build and benchmark tools
 - Demo and sample apps
- Barcode Scanner Web SDK
- Keyboard Wedge
- Enterprise Browser
- Flow Platform
 - Web dashboard
 - Backend
 - Mobile apps
 - Developer tools, libraries and APIs
 - QA, testing, build and benchmark tools
- DigitalShelf Platform and Applications
 - Price-Label Verification
 - SKU Mapping (Realogram Capture)
 - Visualization Engine
 - Web dashboard
 - Backend
 - Mobile apps
- Use Case-Specific Solutions
 - Web dashboards
 - Mobile workflows/activities
 - Backends
 - QA, testing, build and benchmark tools
- Internal and external admin tools
 - Cat
 - License server and reporting

- o Marketo integration
 - o SFDC integration
 - o Backend utilities and tooling
 - o Data visualization
- Other
 - o Barcode generator
 - o Product API
 - o Mobile machine learning backend

Databases:

- Barcode & OCR sample images
- Scans database
- Products database

Documentation

Collateral (videos, brochures, flyers, spec sheets, etc.)

Schedule 2: Form of Notification Letter to the World Institute of Intellectual Property Organisation

[On letterhead of the Pledgor]

Registered Mail
World Intellectual Property Organization
34, chemin des Colombettes
P.O. Box 18
1211 Geneva 20
Switzerland

[Place, date]

Pledge of Trademarks

Dear Sir or Madam

We hereby inform you that we entered into a pledge agreement dated [...] (the **Agreement**, enclosed herewith) based on which we have pledged to KREOS CAPITAL VI (UK) LIMITED, 25 Old Burlington Street London, W1S 3AN United Kingdom ("**KREOS**") the following trademarks:

[...]

KREOS is represented in Switzerland by BianchiSchwald LLC, 5, rue Jacques-Balmat, Case postale 5839, CH-1211 Genève (Attn Thomas Goossens).

We herewith kindly ask you to register this pledge in the international trademark register. For this purpose, we hereto enclose the duly filled out form[s] [MM 19] and would be pleased if you could send a confirmation of the registration of the pledge in the international trademark register to us and also to the aforementioned representative of Bootstrap.

Yours faithfully

[the Pledgor]

By:
Function:

By:
Function

Annexes: the Agreement and Forms MM19 WIPO