506202615 08/13/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6249354

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
3D HUBS, B.V.	08/13/2020

RECEIVING PARTY DATA

Name:	KREOS CAPITAL VI (UK) LIMITED, AS COLLATERAL AGENT	
Street Address:	eet Address: AMF BUILDING, 25 OLD BURLINGTON STREET	
City:	LONDON	
State/Country:	GREAT BRITAIN	
Postal Code:	W1S 3AN	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16878810

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1254168 PAT
NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	08/13/2020

Total Attachments: 8

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PATENT 506202615 REEL: 053490 FRAME: 0400

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of 13 August, 2020 by and between KREOS CAPITAL VI (UK) LIMITED, a limited liability company incorporated under the laws of England & Wales with company number 11535385 ("Collateral Agent") and 3D HUBS B.V., a private limited company (besloten vennootschap met beperkte aansprakelijkheid) registered with the Dutch trade register under number 57883424 and its registered office at Danzigerkade 23 A, 1013AP, Amsterdam, The Netherlands ("Grantor").

RECITALS

- A. Grantor has executed and delivered a certain Loan Agreement dated as of 13 August, 2020 among Grantor, 3D HUBS, INC., a Delaware corporation ("US Parent Borrower"), 3D HUBS MANUFACTURING LLC, a Delaware limited liability company ("US Subsidiary Borrower"), Collateral Agent (in its capacity as collateral agent, agent and lender) and SILICON VALLEY BANK (in its capacity as lender), a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("SVB") (as amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Loan Agreement. Finance Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, US Parent Borrower and US Subsidiary Borrower (each such party, including Grantor, an "Obligor") (the "Loans") in the amounts and manner set forth in the Loan Agreement. Finance Parties are willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Collateral Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Finance Parties.
- B. Pursuant to the terms of the Dutch Omnibus Deed of Pledge, Grantor has granted to Collateral Agent (for the ratable benefit of the Finance Parties) 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 Security Assets (as defined in the Dutch Omnibus Deed of Pledge).

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 all obligations of Obligor to Finance Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure the Obligations of Obligor to Finance Parties, Grantor grants and pledges to Collateral Agent (for the ratable benefit of the Finance Parties) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

- 2. <u>Recordation</u>. 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 Collateral Agent.
- 3. <u>Authorization</u>. Grantor hereby authorizes Collateral Agent 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. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Dutch Omnibus Deed of Pledge, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Dutch Omnibus Deed of

Pledge shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Finance Parties with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Dutch Omnibus Deed of Pledge 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. <u>Successors and Assigns</u>. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

3D HUBS B.V.

By: Abram Exhard Julius de Ewart
Name: Abram (Gerhard Julius) de Zwart

Title: Authorized Signatory

COLLATERAL AGENT:

KREOS CAPITAL VI (UK) LIMITED

By: Ross Allyren

Name: Ross Ahlgren Title: Director

EXHIBIT A

Copyrights

Registration/ Application Number Registration/ Application **Description**

Date

None.

EXHIBIT B

Patents

Registration/ Application Number Registration/ Description Application

Date

16/878,810 May 20, 2020 Thermal thickness estimation

EXHIBIT C

Trademarks

DescriptionRegistration/
Application
NumberRegistration/
Application
Date3D Hubs (word mark)5014727August 2, 2016Hubs (word mark)018217126March 27, 2020

EXHIBIT D

Mask Works

Registration/ Application Number Registration/ Application Description

Date

None.

2363574.1

RECORDED: 08/13/2020