

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7359417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BRILLIANT HOME TECHNOLOGY, INC.	05/25/2022

RECEIVING PARTY DATA

Name:	EASTWARD FUND MANAGEMENT, LLC
Street Address:	432 CHERRY ST.
City:	WEST NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02465

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	10070499
Patent Number:	D886749
Patent Number:	10749319
Patent Number:	10985972
Patent Number:	11329867
Patent Number:	11057238
Patent Number:	D944216
Patent Number:	D945973
Application Number:	15861655
Application Number:	16903838
Application Number:	17324599
Application Number:	17324567
Application Number:	17522743
Application Number:	17713115
Application Number:	17348536
Application Number:	29827819
Application Number:	29830663
Application Number:	17141972
Application Number:	17141987
Application Number:	17141910

PATENT

Property Type	Number
Application Number:	17142102
Application Number:	17142107
Application Number:	17142136
Application Number:	17142151
Application Number:	29765077
PCT Number:	US2019042843
PCT Number:	US2021012214

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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: 12027762046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 PENNSYLVANIA AVENUE, NW, SUITE 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	318251-102
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/01/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) dated as of May 25, 2022 by and between Eastward Fund Management, LLC, a Delaware limited liability company with an address at 432 Cherry St., West Newton, MA 02465 (“Lender”) and Brilliant Home Technology, Inc., a Delaware corporation with an address at 155 Bovet Rd., Suite 500, San Mateo, CA 94402 (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Lender 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 or 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 registered copyrights 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 and any patents and patent applications claiming the priority benefit of 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 registered trademarks 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, 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.

2. Recordation. 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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement 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. Successors and Assigns. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

BRILLIANT HOME TECHNOLOGY, INC.

DocuSigned by:

Aaron Emigh

By: Aaron Emigh

Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

DocuSigned by:

Dennis P. Cameron

By: Dennis Cameron

Title: Chief Executive Officer

EXHIBIT A

Copyrights

N/A

EXHIBIT B**Patents**

Country	Title	Application Number	Filing Date	Patent Number	Application Status
US	HOME DEVICE CONTROLLER WITH TOUCH CONTROL GROOVES	15/861,655	1/3/2018		Pending
Canada	HOME DEVICE CONTROLLER WITH A TOUCH CONTROL GROOVE	3,049,120	1/3/2018		Pending
China	HOME DEVICE CONTROLLER WITH A TOUCH CONTROL GROOVE	201880005805.1	1/3/2018		Pending
EPC	HOME DEVICE CONTROLLER WITH A TOUCH CONTROL GROOVE	18735783.5	1/3/2018		Pending
Japan	HOME DEVICE CONTROLLER WITH A TOUCH CONTROL GROOVE	2019 - 556571	1/3/2018		Pending
US	HOME CONTROL WITH CAPACITIVE TOUCH GROOVES	62/441,871	1/3/2017		Expired
US	HOME DEVICE CONTROLLER WITH A TOUCH CONTROL GROOVE	PCT/US2018/012273	1/3/2018		Expired
US	REVERSIBLE-POLARITY WIRING SYSTEM	15/861,637	1/3/2018	10,070,499	Granted
Canada	REVERSIBLE-POLARITY WIRING SYSTEM	3,049,117	1/3/2018	3,049,117	Granted
China	REVERSIBLE-POLARITY WIRING SYSTEM	201880005833.3	1/3/2018	ZL 201880005833.3	Granted
EPC	REVERSIBLE-POLARITY WIRING SYSTEM	18735782.7	1/3/2018		Pending
Japan	REVERSIBLE-POLARITY WIRING SYSTEM	2019 - 556570	1/3/2018	6741880	Granted
US	REVERSIBLE-POLARITY WIRING SYSTEM	62/441,880	1/3/2017		Expired
US	REVERSIBLE-POLARITY WIRING SYSTEM	PCT/US2018/012270	1/3/2018		Expired
US	CONTROL PANEL MODULE INCLUDING A SENSOR AREA WITH CAMERA COVER	29/589,629	1/3/2017		Abandoned
US	TOUCH CONTROL PANEL WITH GROOVE	29/589,627	1/3/2017	D886,749	Granted
EPC	SENSOR AREA WITH CAMERA COVER	004592459	1/3/2018	004592459-0001	Granted
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	16/517,553	7/20/2019	10,749,319	Granted
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	16/903,838	6/17/2020		Granted
US	SAFETY FEATURE FOR DEVICE CONTROLLER	17/324,599	5/19/2021		Pending

US	SHUTTER MECHANISM FOR DEVICE CONTROLLER	17/324,567	5/19/2021		Pending
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	17/522,743	11/9/2021		Pending
Canada	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	3,108,256	7/22/19		Pending
China	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	201980061858X	7/22/19		Allowed
EPC	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	19837901.8	7/22/19		Pending
Japan	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	2021-532261	7/22/19		Pending
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	62/701,418	7/20/2018		Expired
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	PCT/US2019/042842	7/22/2019		Expired
US	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	16/517,551	7/20/2019	10/985,972	Granted
US	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	17/191,525	3/3/2021	11,329,867	Granted
US	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	17/713,115	4/4/2022		Pending
EPC	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	EP3824355	7/22/2019		Pending
US	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	62/701,422	7/20/2018		Expired
PCT	DISTRIBUTED SYSTEM OF HOME DEVICE CONTROLLERS	PCT/US2019/042843	7/22/2019		Pending
US	AUTOMATIC SCENE CREATION USING HOME DEVICE CONTROL	16/241,945	1/7/2019	11,057,238	Granted
US	AUTOMATIC SCENE CREATION USING HOME DEVICE CONTROL	17/348,536	6/15/2021		Pending
US	AUTOMATIC SCENE CREATION USING HOME DEVICE CONTROL	62/615,004	1/8/2018		Expired
PCT	AUTOMATIC SCENE CREATION USING HOME DEVICE CONTROL	PCT/US2019/012698	1/8/2019		Expired
China	DEVICE WITH SENSOR AREA	2018303669492	7/9/2018		Abandoned

China	DEVICE WITH SENSOR AREA	201930295209.9	7/9/2018	CN 305826847 S	Granted
US	DEVICE WITH SENSOR AREA	29/632,566	1/8/2018	D944,216	Granted
US	DEVICE WITH SENSOR AREA	29/827,819	2/22/2022		Pending
EPC	DEVICE WITH SENSOR AREA	005799897	10/16/2018	005799897-0001	Granted
US	MOUNTING DEVICE WITH FASTENER RECEIVING STRUCTURE	62/744,431	10/11/2018		Expired
US	TOUCH CONTROL PANEL WITH MOVEABLE SHUTTER	29/704,423	9/4/2019	D945,973	Granted
US	TOUCH CONTROL PANEL WITH MOVEABLE SHUTTER	29/830,663	3/14/2022		Pending
US	TOUCH-BASED CONTROL DEVICE	17/141,972	1/5/2021		Pending
US	TOUCH ANYWHERE LIGHT SWITCH	62/957,294	1/5/2020		Expired
PCT	TOUCH-BASED CONTROL DEVICE	PCT/US2021/012214	1/5/2021		Pending
US	TOUCH-BASED CONTROL DEVICE FOR SCENE INVOCATION	17/141,987	1/5/2021		Pending
US	GESTURES FOR SCENE INVOCATION	62/957,297	1/5/2020		Expired
US	OPTICAL CODE PROVISIONING FOR CONTROL DEVICES	17/141,910	1/5/2021		Pending
US	OPTICAL CODE PROVISIONING	62/957,298	1/5/2020		Expired
US	TOUCH-BASED CONTROL DEVICE TO DETECT TOUCH INPUT WITHOUT BLIND SPOTS	17/142,102	1/5/2021		Pending
US	CAPACITIVE TOUCH WITHOUT BLIND SPOTS	62/957,302	1/5/2020		Expired
US	SAFETY DISCONNECT MECHANISM WITH INTEGRATED ILLUMINATION FOR ELECTRONIC DEVICES	17,142,107	1/5/2021		Pending
US	LED INDICATOR FOR SAFETY DISCONNECT	62/957,312	1/6/2020		Expired
US	FACEPLATE FOR MULTI-SENSOR CONTROL DEVICE	17/142,136	1/5/2021		Pending
US	FRONT FACE LENS INTEGRATION	62/957,305	1/5/2020		Expired
US	BRIDGING MESH DEVICE CONTROLLER FOR IMPLEMENTING A SCENE	17/142,151	1/5/2021		Pending
US	BRIDGING MESH DEVICES	62/957,310	1/5/2020		Expired
US	WALL-MOUNTABLE CONTROL DEVICE WITH ILLUMINABLE FEATURE	29/765,077	1/5/2021		Pending

EPC	WALL-MOUNTABLE CONTROL DEVICE WITH ILLUMINABLE FEATURE	8601686	7/5/2021		Granted
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BRILLIANT	App. No. 87/261,528 Reg. No. 5,692,242	Filed 12/08/2016 Registered 05/05/2019
ALL TOGETHER NOW	App. No. 88/048,677 Reg. No. 6,164,647	Filed 07/23/2018 Registered 09/29/2020

EXHIBIT D

Mask Works

N/A