# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7444979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
ADDITIVE MANUFACTURING TECHNOLOGIES LTD	07/20/2022

## **RECEIVING PARTY DATA**

Name:	SHAWBROOK BANK LIMITED		
Street Address:	Address: LUTEA HOUSE, THE DRIVE, WARLEY HILL BUSINESS PARK		
City:	GREAT WARLEY, BRENTWOOD, ESSEX		
State/Country:	tate/Country: UNITED KINGDOM		
Postal Code:	CM13 3BE		

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	
Application Number:	16476511	
Application Number:	17282713	
Application Number:	17058879	
Application Number:	16754352	
Application Number:	17596158	

## **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:** 609 238 7079

**Email:** jrissmiller@feinberghanson.com

**Correspondent Name:** JOSHUA RISSMILLER **Address Line 1:** 855 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02116

NAME OF SUBMITTER: JOSHUA RISSMILLER				
SIGNATURE:	/s/ Joshua Rissmiller			
DATE SIGNED:	07/21/2022			
	This document serves as an Oath/Declaration (37 CFR 1.63).			

**Total Attachments: 7** 

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PATENT REEL: 060583 FRAME: 0182

507398052



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 20, 2022 Additive Manufacturing Technologies Ltd, a company incorporated in England and Wales with registered number 09530778 and registered office at Unit N Europa House, Sheffield Airport Business Park, Sheffield, England, S9 1XU (the "Grantor") for the benefit of Shawbrook Bank Limited (the "Secured Party").

### WITNESSETH

WHEREAS, on or about the date hereof, the Secured Party has made and may make loans (the "Loans") to the Grantor in an aggregate unpaid principal amount not exceeding £3,000,000 (the "Facility"), evidenced by that certain Offer of a Growth Capital Term Loan Facility dated on or about the date hereof (including all schedules, appendices and exhibits thereto, and as amended, supplemented or otherwise modified from time to time, the "Facility Letter") by and among the Grantor, Secured Party, Additive Manufacturing Technologies Inc., a Delaware corporation ("AMT US"), and Additive Manufacturing Technologies Hungary KFT, a company incorporated in Hungary with registered number 01-09-303266 and registered office at 1036 Budapest, Galagonya utca 5. Hungary ("AMT Hungary"); and

WHEREAS, pursuant to that certain Security Agreement by and between the Grantor and the Secured Party dated on or about the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), the Grantor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

**Now, Therefore**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. <u>DEFINITIONS</u>. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"**Domain Names**" means all domain names and domain name registration applications, that are owned by Grantor or in which Grantor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

"Patents" means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

"Registry" means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## 2. SECURITY INTEREST.

- **2.1.** <u>Security Interest</u>. As collateral security for the payment and performance in full of all of the Secured Obligations, Grantor hereby unconditionally grants to the Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds and products of any of the foregoing. Grantor hereby authorizes the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Secured Party under this Agreement and the Security Agreement.
- **2.2.** <u>Supplemental Security Agreement</u>. Pursuant to the Security Agreement, Grantor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to

any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Secured Obligations of Grantor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Secured Obligations of Grantor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

## 3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

- 3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Secured Obligations shall have been finally paid and satisfied in full, Grantor shall, directly or indirectly (including through any affiliate or subsidiary) obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Grantor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.
- **3.2.** Amendment to Schedule. Grantor authorizes the Secured Party to modify this Agreement and the Assignment, without the necessity of Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Grantor pursuant to the Security Agreement.
- 4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY

THE GRANTOR, AND THE GRANTOR SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

- Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party under the Security Agreement.
- **6. AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.
- 7. **FILINGS.** The Secured Party may at any time and from time to time, at Grantor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.
- 8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.
- **9. EFFECT AS A DEED.** It is intended that this Agreement shall take effect as a deed in respect of Grantor notwithstanding the method of execution of this Agreement by the other parties hereto.

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# [Signature Page to Intellectual Property Security Agreement]

**EXECUTED** as a deed and delivered on the date stated at the beginning of this Agreement.

EXECUTED as a Deed by ADDITIVE

MANUFACTURING TECHNOLOGIES LTD

acting by two directors:

Manufacturing Docusigned by:

Manufacturing Docusigned by:

Joseph Crabbrue

Signature of director

# Schedule A – Registered IP

# $\underline{Trademarks}$

Description	Jurisdiction	Filing Date	Filing	Issue/Reg.	Issue/Reg.	Status
			Number	Date	No.	
POSTPRO	United States	11-25-2020	US Filing No. 79302989	US Reg. Date 01-25-2022	1572430	Granted

# **Patents**

Title	Jurisdiction	Filing Date	Application Number	Issue Date	Patent No.
Chemical Vapour	United States	08-Jul-2019	16/476,511	Pending	
Smoothing via AMT					
designed					
process/machine					
Additive	United States	02-Apr-2021	17/282713	Pending	
manufacturing					
Complete de-	United States	25-Nov-2020	17/058879	Pending	
powdering and					
cooling of AM parts					
- Ultrasonic					
Smoothing and	United States	07-Apr-2020	16/754352	Pending	
Coating AM Parts					
with functional					
particles - apparatus					
Smoothing Metal	United States	13-Mar-2021	17/596158	Pending	
AM parts at their					
green state via					
vapour or					
immersion method					

# **Domain Names**

No.	Domain	Registrant	Exp. Date
	amtechnologies.co.uk	Portfast	2030-04-05
	amtechnologies.com	Portfast	2030-03-21
	amtechnologies.uk	Portfast	2030-07-02
	amtisas.com	Portfast	2030-07-02
	amtechnologies.hu	Rackforest	2022-04-25
	amtechnologi.es	Portfast	2026-11-25
	ppesds.com	Portfast	2026-10-27
	additivemanufacturingtechnologies.co.uk	Portfast	2021-04-05
	additivemanufacturingtechnologies.com	Portfast	2023-04-05
	addmantech.com	Portfast	2023-04-05

No.	Domain	Registrant	Exp. Date
	ampartfinishing.com	Portfast	2023-04-16
	ampostprocessing.com	Portfast	2023-04-16
	amsurfin.co.uk	Portfast	2021-04-16
	amsurfin.com	Portfast	2021-04-16
	amtpostpro.com	Portfast	2023-06-25
	depowder.co.uk	Portfast	2021-05-29
	depowdering.co.uk	Portfast	2021-05-29
	futureofmanufacturing.co.uk	Portfast	2021-04-05
	highspeedadditivemanufacturing.com	Portfast	2023-04-12
	joseph-crabtree.co.uk	Portfast	2021-04-11
	joseph-crabtree.com	Portfast	2023-04-11
	midwestprototyping.co.uk	Portfast	2021-04-16
	multijetfusion.co.uk	Portfast	2022-07-22
	post-process.co.uk	Portfast	2022-10-16
	post-processing.co.uk	Portfast	2021-04-16
	postpro3d.co.uk	Portfast	2022-06-23
	postpro3d.com	Portfast	2023-06-23
	postprocess.co.uk	Portfast	2022-10-16
	postprocessing.co.uk	Portfast	2022-05-29
	postprocessing3d.com	Portfast	2021-04-16
	postprodp.co.uk	Portfast	2021-04-16
	postprodp.com	Portfast	2023-04-16
	pushprocess.co.uk	Portfast	2030-06-05
	pushprocessing.co.uk	Portfast	2022-06-05
	smoothingstation.co.uk	Portfast	2022-10-16
	vaporfusesurfacing.com	Portfast	2022-12-20
	vapourfusesurfacing.com	Portfast	2022-12-20
	amt-inc.us	Godaddy	2023-01-31
	automatedpartfinishing.com	Godaddy	2022-10-16
	depowdering.com	Godaddy	2022-05-29
	dyemansion.technology	Godaddy	2022-11-04
	dyemansiontechnology.com	Godaddy	2022-11-04
	justsmoothit.com	Godaddy	2023-02-03
	pushprocess.technology	Godaddy	2023-11-17
	pushprocessing.com	Godaddy	2022-06-05
	smoothingstation.com	Godaddy	2022-10-16

# **Copyrights**

None.

PATENT
RECORDED: 07/21/2022 REEL: 060583 FRAME: 0190