

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8210235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CANVAS CONSTRUCTION, INC.	10/05/2023
RECEIVING PARTY DATA	
Name:	FIRST CITIZENS BANK & TRUST COMPANY
Street Address:	75 N. FAIR OAKS AVENUE
Internal Address:	(CLAS PAS-04-02)
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
PROPERTY NUMBERS Total: 22	
Property Type	Number
Patent Number:	10513856
Patent Number:	10526799
Patent Number:	10577810
Patent Number:	10822814
Patent Number:	10870996
Patent Number:	11499325
Patent Number:	11447963
Patent Number:	11525270
Patent Number:	11724404
Application Number:	15942286
Application Number:	15942318
Application Number:	16689674
Application Number:	17724272
Application Number:	17968372
Application Number:	17981777
Application Number:	62480172
Application Number:	63386169
Application Number:	62562981
Application Number:	62808631

Property Type	Number
Application Number:	63347494
Application Number:	11724404
PCT Number:	US2023067717

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: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2146682 PAT
NAME OF SUBMITTER:	GWENDOLYN MECSAS
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	10/09/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 5, 2023, by and between SILICON VALLEY BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank) (“**Bank**”) and CANVAS CONSTRUCTION, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of May 22, 2019, as amended by that certain First Amendment to Loan and Security Agreement between Bank and Borrower dated as of August 31, 2020, as further amended by that certain Second Amendment to Loan and Security Agreement between Bank and Borrower dated as of November 30, 2021, and as further amended by that certain Third Amendment to Loan and Security Agreement dated as of the date hereof (as the same may from time to time be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

CANVAS CONSTRUCTION, INC.

DocuSigned by:
Kevin Albert
By: BEF159D1BB124FC...

Name: Kevin Albert
Title: Chief Executive Officer

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY (successor by purchase to the
Federal Deposit Insurance Corporation as
receiver for Silicon Valley Bridge Bank, N.A. (as
successor to Silicon Valley Bank))

DocuSigned by:
Ryan Walrod
By: 9E0520EB54D04A9...

Name: Ryan Walrod
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Automated Drywall Planning System and Method	10513856	December 24, 2019
Automated Drywall Cutting and Hanging System and Method	10526799	January 7, 2020
Automated Wall Finishing System and Method	10577810	March 3, 2020
Automated Drywall Mudding System and Method	10822814	November 3, 2020
Automated Insulation Application System and Method	10870996	December 22, 2022
Automated Drywall Painting System and Method	11499325	November 15, 2022
Automated Wall Finishing System and Method	11447963	September 20, 2022
Automated Drywall Planning System and Method	11525270	December 13, 2022
Surface Finish Quality Evaluation System and Method	11724404	August 15, 2023
Automated Drywalling System and Method	15942286	March 30, 2018
Automated Drywall Sanding System and Method	15942318	March 30, 2018
Automated Drywall Cutting and Hanging System and Method	16689674	November 20, 2019
Automated Wall Finishing System and Method	17724272	April 19, 2022
Automated Drywall Painting System and Method	17968372	October 18, 2022
Automated Drywall Planning System and Method	17981777	November 7, 2022
Automated Drywall System and Method	62/480,172	March 31, 2017
Alignment Tool for End Effector Attached to Robotic Arm	63/386,169	December 5, 2022
System And Method for Spray Application of Plaster Or Gypsum	62/562,981	September 25, 2017
System And Method for Evaluating Finish Quality Of Plaster Or Gypsum	62/808,631	February 21, 2019
Robotic Material Application And/or Removal for Components	63/347,494	May 31, 2022
Surface Finish Quality Evaluation System and Method	11,724,404	August 11, 2023
Robotic Material Application and/or Removal for Components	PCT/US2023/067717	May 31, 2023

Surface Finish Quality Evaluation System and Method	EP3908431	November 17, 2021
Surface Finish Quality Evaluation System and Method	IL285723	October 31, 2021
Surface Finish Quality Evaluation System and Method	JP2022522067	April 13, 2022
Automated Wall Finishing System and Method	EP3687742	August 5, 2020
Automated Wall Finishing System and Method	IL272882	April 30, 2020
Automated Wall Finishing System and Method	IL283520	June 30, 2021
Automated Wall Finishing System and Method	JP7325420	August 14, 2023
Automated Drywall Painting System and Method	EP3600788	February 5, 2020
Automated Drywall Painting System and Method	EP3600789	February 5, 2020
Automated Drywall Painting System and Method	EP3600790	February 5, 2020
Automated Drywall Painting System and Method	EP3600791	February 5, 2020
Automated Drywall Painting System and Method	IL269697	November 28, 2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CANVAS	7031232	April 18, 2023
	40201725978P	December 30, 2017
	40201725979U	December 30, 2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.