

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8243964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CANVAS CONSTRUCTION, INC.	10/05/2023
CANVAS CONSTRUCTION SERVICES, LLC	10/05/2023
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT PRIVATE VENTURE CREDIT INC.
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	11724404
Patent Number:	10577810
Patent Number:	11447963
Patent Number:	10513856
Patent Number:	10526799
Patent Number:	10697188
Patent Number:	10718119
Patent Number:	10822814
Patent Number:	10870996
Patent Number:	11499325
Patent Number:	11525270
Application Number:	17724272
Application Number:	17968372
Application Number:	17981777
CORRESPONDENCE DATA	
Fax Number:	(312)984-7700
<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:	(312)372-2000

Email: tdamario@mwe.com, kdelcoure@mwe.com,
ipdocketchicago@mwe.com
Correspondent Name: THOMAS M. DAMARIO
Address Line 1: MCDERMOTT WILL & EMERY LLP
Address Line 2: 444 WEST LAKE STREET, SUITE 4000
Address Line 4: CHICAGO, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER: 082853-0215

NAME OF SUBMITTER: THOMAS DAMARIO

SIGNATURE: /Thomas DaMario/

DATE SIGNED: 10/26/2023

Total Attachments: 9

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of October 5, 2023 (the “Agreement”), by and among TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation (“TPVC”), in its capacity as collateral agent for itself and Lenders (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”), CANVAS CONSTRUCTION, INC., a Delaware corporation (“Parent”), CANVAS CONSTRUCTION SERVICES, LLC, a California limited liability company (“CCS”; together with Parent, the “Grantors”, and each a “Grantor”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT PRIVATE VENTURE CREDIT INC. The words “You” or “Your” refers to Grantors, which is CANVAS CONSTRUCTION, INC., and CANVAS CONSTRUCTION SERVICES, LLC, and not any individual. The words “the Parties” refers to TRIPLEPOINT PRIVATE VENTURE CREDIT INC., CANVAS CONSTRUCTION, INC., and CANVAS CONSTRUCTION SERVICES, LLC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement, dated as of November 30, 2021, by and among, You, Collateral Agent and TRIPLEPOINT VENTURE LENDING FUND, LLC, a Delaware limited liability company, in its capacity as lender (“TPVL”), TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, in its capacity as a lender (in such capacity, “TPC”; TPVC, TPVL and TPC, in their respective capacities as lenders, each a “Lender” and collectively the “Lenders”), as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of October 5, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that **Schedules A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

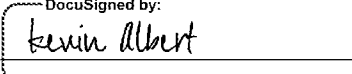
This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

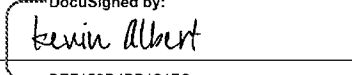
You: **CANVAS CONSTRUCTION, INC.**

Signature: 
BEF153D4BB124FC...

Print Name: Kevin Albert

Title: Chief Executive Officer

You: **CANVAS CONSTRUCTION SERVICES, LLC**

Signature: 
BEF153D4BB124FC...

Print Name: Kevin Albert

Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between CANVAS CONSTRUCTION, INC. and CANVAS CONSTRUCTION SERVICES, LLC, as You
(Grantors)
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner
United States	SURFACE FINISH QUALITY EVALUATION SYSTEM AND METHOD	US11724404 8/15/2023	16/798,029 2/21/2020	Canvas Construction, Inc.
European Patent Office	SURFACE FINISH QUALITY EVALUATION SYSTEM AND METHOD	EP3908431 11/17/2021	EP20760348A 2/21/2020	Canvas Construction, Inc.
Israel	SURFACE FINISH QUALITY EVALUATION SYSTEM AND METHOD	IL285723 10/31/2021	IL20200285723 2/21/2020	Canvas Construction, Inc.
Japan	SURFACE FINISH QUALITY EVALUATION SYSTEM AND METHOD	JP2022522067 4/13/2022	JP2021573132 2/21/2020	Canvas Construction, Inc.
United States	AUTOMATED WALL FINISHING SYSTEM AND METHOD	US10577810 3/03/2020	16/141,791 9/25/2018	Canvas Construction, Inc.
United States	AUTOMATED WALL FINISHING SYSTEM AND METHOD	US11447963 9/20/2022	16/740,848 1/13/2020	Canvas Construction, Inc.
United States	AUTOMATED WALL FINISHING SYSTEM AND METHOD	US 2022-0235559 7/28/2022	17/724,272 4/19/2022	Canvas Construction, Inc.
European Patent Office	AUTOMATED WALL FINISHING SYSTEM AND METHOD	EP3687742 8/05/2020	EP18858451 9/25/2018	Canvas Construction, Inc.

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner
Israel	AUTOMATED WALL FINISHING SYSTEM AND METHOD	IL272882 4/30/2020	IL20180272882 9/25/2018	Canvas Construction, Inc.
Israel	AUTOMATED WALL FINISHING SYSTEM AND METHOD	IL283520 6/30/2021	IL20210283520 5/27/2021	Canvas Construction, Inc.
Japan	AUTOMATED WALL FINISHING SYSTEM AND METHOD	JP7325420 8/14/2023	JP2020538772 9/25/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10513856 12/24/2019	15/942,158 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10526799 1/7/2020	15/942,193 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10697188 6/30/2020	15/942,286 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10718119 7/21/2020	15/942,318 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10822814 11/03/2020	15/941,886 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US10870996 12/22/2020	15/941,974 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US11499325 11/15/2022	15/942,087 3/30/2018	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND	US11525270 12/13/2022	16/589,501 10/01/2019	Canvas Construction, Inc.

Jurisdiction	Patent Title	Patent / Publication No. Issue / Publication Date	Application No. Filing Date	Current Owner
	METHOD			
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	US 2023-0043189 2/09/2023	17/968,372 10/18/2022	Canvas Construction, Inc.
United States	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD		17/981,777 11/07/2022	Canvas Construction, Inc.
European Patent Office	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	EP3600788 2/05/2020	EP20180774804 3/30/2018	
European Patent Office	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	EP3600789 2/05/2020	EP20180776196 3/30/2018	
European Patent Office	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	EP3600790 2/05/2020	EP20180777789 3/30/2018	
European Patent Office	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	EP3600791 2/05/2020	EP20180778085 3/30/2018	
Israel	AUTOMATED DRYWALL PAINTING SYSTEM AND METHOD	IL269697 11/28/2019	IL20180269697 3/30/2018	

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between CANVAS CONSTRUCTION, INC., and
CANVAS CONSTRUCTION SERVICES, LLC, as You (Grantors)
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Current Owner
US Federal	CANVAS RN: 7031232 SN: 88005563	Registered, April 18, 2023 Office Status: Registered Int'l Class: 37,40 First Use: June 15, 2019 Filed: June 19, 2018 Registered: April 18, 2023 Register Type: Principal Register	Int'l Class: 37, 40 (Int'l Class: 37) General construction contracting; framing contractor services; drywall contractor services; construction contractor services, namely, framing, hanging, drywall, painting, insulation of buildings, applying coatings, namely, joint compounds, sealants, caulks, adhesives, insulations, fire-resistant coatings, plasters, protective coatings, stucco, exterior insulation finishes, and primers, and surface preparation, namely, masking, power washing, chemical application, stripping, polishing, smoothing, troweling, priming, painting, adding textures, sanding, and pressure washing, all to and for surfaces, namely, floors, and walls (Int'l Class: 40) Finishing contractor services for others; building and structure fireproofing; texture services, namely, applying finishes to walls, ceilings, structures, beams, exteriors, floors; grinding; surface preparation, namely, grit and sand blasting, grinding, and finishing services for others	Canvas Construction, Inc. (Delaware Corporation) 376 Utah St., San Francisco, California 94103 United States of America

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between CANVAS CONSTRUCTION, INC., and
CANVAS CONSTRUCTION SERVICES, LLC, as You (Grantors)
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.