

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI195679

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
R2 Semiconductor, Inc.		04/26/2024
RECEIVING PARTY DATA		
Company Name:	Third Point Ventures LLC	
Street Address:	55 Hudson Yards	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Application Number:	12818087	
Application Number:	12646213	
Application Number:	12646451	
Application Number:	12730333	
Application Number:	13542572	
Application Number:	12818265	
Application Number:	12915203	
Application Number:	13090212	
Application Number:	13476170	
Application Number:	13525557	
Application Number:	13225434	
Application Number:	13400048	
Application Number:	13674042	
Application Number:	13910259	
Application Number:	13529085	
Application Number:	13795505	
Application Number:	13488268	
Application Number:	13603601	
Application Number:	13874631	
Application Number:	14941552	

PATENT

Property Type	Number
Application Number:	15626142

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: 2027393000

Email: robert.goodell@morganlewis.com,patents@morganlewis.com

Correspondent Name: Robert Goodell

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: 1111 Pennsylvania Ave., NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	002012-0044
NAME OF SUBMITTER:	Robert Goodell
SIGNATURE:	Robert Goodell
DATE SIGNED:	04/26/2024

Total Attachments: 7
source=R2SecurityInterest#page1.tif
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 26th day of April, 2024, by and among R2 Semiconductor, Inc., a Delaware corporation (the “Grantor”), and Third Point Ventures LLC, a Delaware limited liability company in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Note and Warrant Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”), by and among the Grantor, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and the Agent, the Lenders have agreed to make certain financial accommodations to the Grantor pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Grantor as provided for in the Purchase Agreement and the other Note Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of the date hereof, by and between the Grantor and the Agent, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Purchase Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing that the Grantor is entitled to retain pursuant to the Litigation Funding Agreement (as defined in the Purchase Agreement), including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively

licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

Notwithstanding anything to the foregoing, the parties hereto acknowledge and agree that TR Global Funding IV, LLC is entitled to retain its portion of the recoveries from the European Litigation Commercial Tort Claims pursuant to the Litigation Funding Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Note Document. This Patent Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 19 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

R2 SEMICONDUCTOR, INC., as Grantor

By David Fisher

Name: David Fisher

Title: Chief Executive Officer

Address for Notices:

R2 Semiconductor, Inc.
3600 W. Bayshore Rd, Suite 205
Palo Alto, CA 94303-4229
Attention: Chief Executive Officer

With a copy, which shall not constitute notice,
to:

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, Ca 94041
Email: MQuilter@fenwick.com

THIRD POINT VENTURES LLC, as Agent

By _____

Name:

Title:

Address for Notices:

Third Point Ventures LLC
c/o Third Point LLC
390 Park Avenue 19th Floor
New York, NY 10022
Email: J.Targoff@ThirdPoint.com
Attention: Josh Targoff, Partner, Chief
Operating Officer and Chief Legal Officer

With a copy, which shall not constitute notice,
to:

Morgan, Lewis & Bockius LLP
One Market Street, Spear Tower
San Francisco, CA 94105
Attention: Scott Karchmer
Email: scott.karchmer@morganlewis.com

Patent Security Agreement

PATENT
REEL: 067243 FRAME: 0138

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

R2 SEMICONDUCTOR, INC., as Grantor

By _____

Name:

Title:

Address for Notices:


R2 Semiconductor, Inc.
3600 W. Bayshore Rd, Suite 205 Palo
Alto, CA 94303-4229 Attention:
Chief Executive Officer

With a copy, which shall not constitute notice,
to:

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, Ca 94041
Email: MQuilter@fenwick.com

THIRD POINT VENTURES LLC, as Agent

By: THIRD POINT LLC, its Attorney-in-Fact

By 

Name: Josh Targoff

Title: Partner, Chief Operating Officer and
Chief Legal Officer

Address for Notices:

Third Point Ventures LLC
c/o Third Point LLC
390 Park Avenue 19th Floor
New York, NY 10022
Email: legal@thirdpoint.com
Attention: Josh Targoff, Partner, Chief
Operating Officer and Chief Legal Officer

With a copy, which shall not constitute notice,
to:

operations@thirdpoint.com
and

Morgan, Lewis & Bockius LLP
One Market Street, Spear Tower San
Francisco, CA 94105 Attention:
Scott Karchmer
Email: scott.karchmer@morganlewis.com

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Appl. No.	Filing Date	Country	Status	Patent No.	Grant Date	Notes
12818087	27-Mar-12	US		8145149	27-Mar-12	
12646213	23-Dec-09	US		8212536	3-Jul-12	
12646451	23-Dec-09	US		8233250	31-Jul-12	May have been canceled by Reexamination
12730333	24-Mar-10	US		8248044	21-Aug-12	
13542572	5-Jul-12	US		8339115	25-Dec-12	
12818265	18-Jun-10	US		8362649	29-Jan-13	
12915203	29-Oct-10	US		8395362	12-Mar-13	
13090212	19-Apr-11	US		8508207	13-Aug-13	
13476170	21-May-12	US		8593128	26-Nov-13	
13525557	18-Jun-12	US		8634171	21-Jan-14	
13225434	3-Sep-11	US		8648583	11-Feb-14	
13400048	18-Feb-12	US		8725218	13-May-14	
13674042	11-Nov-12	US		8773200	8-Jul-14	
13910259	5-Jun-13	US		8843180	23-Sep-14	
13529085	21-Jun-12	US		8917067	23-Dec-14	
13795505	12-Mar-13	US		8975887	10-Mar-15	
13488268	4-Jun-12	US		8994347	31-Mar-15	
13603601	5-Sep-12	US		9035625	19-May-15	
13874631	1-May-13	US		9069365	30-Jun-15	
14941552	14-Nov-15	US		9716433	25-Jul-17	
15626142	18-Jun-17	US		9991782	5-Jun-18	
		KR		10-1684277	8-Dec-16	
		KR		10-1800602	23-Nov-17	
		KR		10-1958176	15-Mar-19	
		KR		10-2242080	20-Apr-21	
		EP		2517343	4-Jan-17	

		EP		2517342	16-May-18	
		EP		2689302	10-Oct-18	
		EP		2751635	30-Oct-19	
		EP		3376653	5-Feb-20	