

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WYZE LABS, INC.		05/18/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Agent		
Street Address:	920 5th Avenue, Suite 300		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90660134	WYZE ANYTHING RECOGNITION	
Serial Number:	90379568	WYZE WATCH	
Serial Number:	90379530	WYZE ROBOT VACUUM	
Serial Number:	90527265	WYZE	
Serial Number:	90527246	WYZE	
Serial Number:	88707309	WYZE BAND	
Registration Number:	6165747	WYZE SENSE	
Registration Number:	6159972	WYZE BULB	
Registration Number:	6159957	WYZE SCALE	
Serial Number:	87577798	WYZE	
Registration Number:	5482811	WYZE	
Registration Number:	5515380	WYZECAM	
Registration Number:	5493860	WYZECAM	
Registration Number:	5482810	WYZE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		

OP \$365.00 90660134

Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1376444 TM Mezz

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 05/20/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 18, 2021 by and between SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”), and WYZE LABS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. SILICON VALLEY BANK and SVB INNOVATION CREDIT FUND VIII, L.P., a Delaware limited partnership (collectively, the “Lenders”) have 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 Mezzanine Loan and Security Agreement by and among the Lenders, Agent and Grantor dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders, 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 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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent 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).

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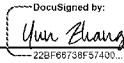
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

5808 Lake Washington Blvd NE, Suite 301
Kirkland, WA 98033
Attn: Yun Zhang

WYZE LABS, INC.

By:  _____
DocuSigned by:
Yun Zhang
228169738F97400...

Name: Yun Zhang

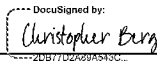
Title: Chief Executive Officer

AGENT:

Address:

920 5th Avenue, Suite 300
Seattle, WA 98104
Attn: Christopher Berg

SILICON VALLEY BANK

By:  _____
DocuSigned by:
Christopher Berg
205771D2A89A543C...

Name: Christopher Berg

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT B

Patents

NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WYZE ANYTHING RECOGNITION	90660134	4/21/2021
WYZE WATCH	90379568	12/14/2020
WYZE ROBOT VACUUM	90379530	12/14/2020
WYZE	90527265	2/12/2021
WYZE	90527246	2/12/2021
WYZE BAND	88707309	11/26/2019
WYZE SENSE	6165747	9/29/2020
WYZE BULB	6159972	9/22/2020
WYZE SCALE	6159957	9/22/2020
WYZE	87577798	8/21/2017
WYZE	5482811	5/29/2018
WYZECAM	5515380	7/10/2018
WYZECAM	5493860	6/12/2018
WYZE	5482810	5/29/2018

EXHIBIT D

Mask Works

NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>