

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glowforge Inc.		06/30/2022	Corporation: DELAWARE
Glowforge International Inc.		06/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5115038	GLOWFORGE	
Registration Number:	5556095	G	
Registration Number:	5317916	G	
Registration Number:	6739648	PROOFGRADE	
Registration Number:	5729922	SNAPMARK	
Registration Number:	6739650		
Serial Number:	88038595	DRAFTBOARD	
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		
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:	1721826 TM		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$190.00 5115038

SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	06/30/2022
Total Attachments: 9 source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page1.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page2.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page3.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page4.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page5.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page6.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page7.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page8.tif source=JPMorgan - Glowforge Inc. - Intellectual Property Security Agreement - Execution Version (06.2022)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 30, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), and GLOWFORGE INC., a Delaware corporation, and GLOWFORGE INTERNATIONAL INC., a Delaware corporation (each and together, jointly and severally, “Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, to the extent constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following, to the extent constituting Collateral:

(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");

(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, or Trademarks, 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, or Patents; 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. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender 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 Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

2200 1st Avenue South
Seattle, WA 38134
Attention: Renuka Ayer and General Counsel
Email: renuka@glowforge.com; legal @glowforge.com

GLOWFORGE INC.

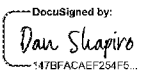
By:  _____

Name: Dan Shapiro

Title: Chief Executive Officer

2200 1st Avenue South
Seattle, WA 38134
Attention: Renuka Ayer and General Counsel
Email: renuka@glowforge.com; legal@glowforge.com

GLOWFORGE INTERNATIONAL INC.

By:  _____

Name: Dan Shapiro

Title: Secretary

LENDER:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Hormuz Kapadia
Email: Hormuz.kapadia@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

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.

Address:

2200 1st Avenue South
Seattle, WA 38134
Attention:
Email:

2200 1st Avenue South
Seattle, WA 38134
Attention:
Email:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Hormuz Kapadia
Email: Hormuz.kapadia@jpmorgan.com

GRANTOR:

GLOWFORGE INC.

By: _____

Name: _____

Title: _____

GLOWFORGE INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

By: HKapadia

Name: Hormuz Kapadia

Title: Authorized Officer

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents


Title/Description	Patent Number	Serial Number	Publication Number	Status	Grantor:
Cloud controlled laser fabrication	US10,379,517	US 15/334,120	US/2017/0235294	Granted	Glowforge Inc.
Cloud controlled laser fabrication	US11,231,693	US 16/442,198	US/2019/0310604	Granted	Glowforge Inc.
Cloud controlled laser fabrication		US 17/350,789	US/2021/0311451	Pending	Glowforge Inc.
Moving material during laser fabrication	US10,496,070	US 15/334,104	US/2017/0235293	Granted	Glowforge Inc.
Moving material during laser fabrication		US 16/670,526	US/2020/0064806	Pending	Glowforge Inc.
Safety and reliability guarantees for laser fabrication	US10,509,390	US 15/334,113	US/2018/0113434	Granted	Glowforge Inc.
Safety assurances for laser fabrication using temperature sensors	US11,327,461	US 16/677,241	US/2020/0073362	Allowed	Glowforge Inc.
Safety and reliability guarantees for laser fabrication		US 17/522,838	US/2022/0066413	Pending	Glowforge Inc.
Visual preview for laser fabrication	US10,520,915	US 15/334,095	US/2017/0045877	Granted	Glowforge Inc.
Laser cutter Engraver Material Height Measurement		US 16/691,426	US/2020/0089184	Pending	Glowforge Inc.
Visual preview for laser fabrication		US 16/691,429	US/2020/0089185	Pending	Glowforge Inc.
Calibration of a computer-numerically-controlled machine	US11,137,738	US 15/823,511	US2018/0150047	Granted	Glowforge Inc.
Calibration of a computer-numerically-controlled machine		US 17/463,857	US2022/0057770	Pending	Glowforge Inc.
Controlled Deceleration of Moveable Components in a	US10,551,824	US 15/823,513	US/2018/0150062	Granted	Glowforge Inc.

Title/Description	Patent Number	Serial Number	Publication Number	Status	Grantor:
Computer Numerically Controlled Machine					
Controlled Deceleration of Moveable Components in a Computer Numerically Controlled Machine	US11,281,189	US 16/717,730	US/2020/0125071	Granted	Glowforge Inc.
Controlled Deceleration of Moveable Components in a Computer Numerically Controlled Machine		US 17/699,386		Pending	Glowforge Inc.
Fabrication with Image Tracing	US11,249,456	US 15/823,502	US2018/0150058	Granted	Glowforge Inc.
Fabrication with Image Tracing		US 17/671,143		Pending	Glowforge Inc.
Engraving in a Computer Numerically Controlled Machine	US10,737,355	US 15/823,505	US2018/0147658	Granted	Glowforge Inc.
Engraving in a Computer Numerically Controlled Machine	US11,338,387	US 16/919,657	US2020/0331095	Allowed	Glowforge Inc.
Housing for Computer-Numerically-Controlled Machine		US 15/823,499	US2018/0147657	Pending	Glowforge Inc.
Preset Optical Components in a Computer Numerically Controlled Machine	US11,305,379	US 15/823,512	US2018/0147659	Granted	Glowforge Inc.
Multi-user Computer-numerically-controlled Machine	US10,802,465	US 15/823,509	US2018/0150055	Granted	Glowforge Inc.
Multi-user Computer-numerically-controlled Machine		US 17/013,290	US2020/0409335	Pending	Glowforge Inc.
Laser Fabrication with Beam Detection	US11,262,236	US 16/814,820	US 2020/0326233	Granted	Glowforge Inc.
Laser Fabrication with Beam Detection		US 17/682,942		Pending	Glowforge Inc.

Title/Description	Patent Number	Serial Number	Publication Number	Status	Grantor:
Thermal Modeling for Computer Numerically Controlled Fabrication		US 17/106,032	US 2022/0171366	Pending	Glowforge Inc.
Computer Numerically Controlled Fabrication Using Projected Information		US 17/133,908		Pending	Glowforge Inc.
Design Previews for Computer Numerically Controlled Fabrication		US 17/196,906		Pending	Glowforge Inc.
Non-Fungible Token and Uses Thereof		US 17/701,265		Pending	Glowforge Inc.
Edge Detection for Computer Numerically Controlled Fabrication		US 17/668,988		Pending	Glowforge Inc.
Mechanical System For High Positional Computer Numerically Controlled Applications		US 17/511,000		Pending	Glowforge Inc.
Desktop Laser Cutter	D827,705	29/540,496		Granted	Glowforge Inc.
Desktop Laser Cutter	D850,528	29/586,721		Granted	Glowforge Inc.
Filter for a Desktop Laser Cutter	D849,834	29/586,724		Granted	Glowforge Inc.

EXHIBIT C

Trademarks

Description	Reg No. / Serial Application Number	Reg / Application Date	Grantor:
GLOWFORGE	5115038 86/444,869	1/3/2017 Nov 4, 2014	Glowforge Inc.
G	5556095 86/735,772	Sept 4, 2018 Aug 25, 2015	Glowforge Inc.
G	5317916 86/981,775	Oct 24, 2017 Aug 25, 2015	Glowforge Inc.
PROOFGRADE	6739648 88/031,122	May 24, 2022 July 10, 2018	Glowforge Inc.
SNAPMARK	5729922 88/003,722	April 16, 2019 June 18, 2018	Glowforge Inc.
DRAFTBOARD	88/038,595	July 16, 2018	Glowforge Inc.
	6739650 88/032,905	May 24, 2022 Jul 11, 2018	Glowforge Inc.