

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amprius, Inc.		12/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86886863	SIENERGY	
Serial Number:	86886810	AMPRIUS	
Serial Number:	86886760	AMPRIUS	
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	12/18/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 13, 2017 by and between SILICON VALLEY BANK (“Bank”) and AMPRIUS, INC. (“Grantor”).

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated December 13, 2017 (as the same may be 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 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 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 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 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.

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.

3. 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.

4. 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.

5. 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.

6. 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:

AMPRIUS, INC.

DocuSigned by:
William Deitel
4894E7AC2A044DF...
By: William Deitel
Title: CFO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Jordan Kanis
DC5992EBE1B3447...
By: Jordan Kanis
Title: Vice President II

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>
TEMPLATE ELECTRODE STRUCTURES WITH ENHANCED ADHESION CHARACTERISTICS	20170098819 13540484	04-06-2017 07-02-2012
SILICON-EMBEDDED COPPER NANOSTRUCTURE NETWORK FOR HIGH ENERGY STORAGE	9287560 20160028075 14255418	03-15-2016 01-28-2016 04-17-2014
TEMPLATE ELECTRODE STRUCTURES FOR DEPOSITING ACTIVE MATERIALS	9172094 20130344383 13914491	10-27-2015 12-26-2013 06-10-2013
INTERCONNECTED HOLLOW NANOSTRUCTURES CONTAINING HIGH CAPACITY ACTIVE MATERIALS FOR USE IN RECHARGEABLE BATTERIES	9231243 20130320582 13891035	01-05-2016 12-05-2013 05-09-2013
TEMPLATE ELECTRODE STRUCTURES WITH ENHANCED ADHESION CHARACTERISTICS	20130011736 13540484	01-10-2013 07-02-2012
TEMPLATE ELECTRODE STRUCTURES FOR DEPOSITING ACTIVE MATERIALS	8556996 20120301789 13564324	10-15-2013 11-29-2012 08-01-2012
ELECTRODE INCLUDING NANOSTRUCTURES FOR RECHARGEABLE CELLS	20120183856 13427681	07-19-2012 03-22-2012
ELECTROLYTES FOR RECHARGEABLE BATTERIES	9142864 20120121989 13296753	09-22-2015 05-17-2012 11-15-2011
COMPOSITE STRUCTURES CONTAINING HIGH CAPACITY POROUS ACTIVE MATERIALS CONSTRAINED IN SHELLS	9209456 20120100438 13277620	12-08-2015 04-26-2012 10-20-2011
HIGH-CAPACITY ELECTRODES WITH ACTIVE MATERIAL COATINGS ON MULTILAYERED NANOSTRUCTURES TEMPLATES	9,780,365 20120070741 13277821	10-03-2017 03-22-2012 10-20-2011

AUXILIARY ELECTRODES FOR ELECTROCHEMICAL CELLS CONTAINING HIGH CAPACITY ACTIVE MATERIALS	20120045670 13245530	02-23-2012 09-26-2011
MULTIDIMENSIONAL ELECTROCHEMICALLY ACTIVE STRUCTURES FOR BATTERY ELECTRODES	9172088 20110287318 13114413	10-27-2015 11-24-2011 05-24-2011
INTERCONNECTING ELECTROCHEMICALLY ACTIVE MATERIAL NANOSTRUCTURES	20110229761 13069212	09-22-2011 03-22-2011
VARIABLE CAPACITY CELL ASSEMBLY	20110171502 13004737	07-14-2011 01-11-2011
TEMPLATE ELECTRODE STRUCTURES FOR DEPOSITING ACTIVE MATERIALS	8257866 20110159365 13039031	09-04-2012 06-30-2011 03-02-2011
APPARATUS FOR DEPOSITION ON TWO SIDES OF THE WEB	20110143019 12637727	06-16-2011 12-14-2009
PRELOADING LITHIUM ION CELL COMPONENTS WITH LITHIUM	8846251 20110111304 12944593	09-30-2014 05-12-2011 11-11-2010
INTERMEDIATE LAYERS FOR ELECTRODE FABRICATION	20110111300 12944576	05-12-2011 11-11-2010
OPEN STRUCTURES IN SUBSTRATES FOR ELECTRODES	8637185 20110111296 12944596	01-28-2014 05-12-2011 11-11-2010
ELECTRODE INCLUDING NANOSTRUCTURES FOR RECHARGEABLE CELLS	20100285358 12437529	11-11-2010 05-07-2009
SILICON-EMBEDDED COPPER NANOSTRUCTURE NETWORK FOR HIGH ENERGY STORAGE	20170025676 15068388	01-26-2017 03-11-2016
INTERCONNECTED HOLLOW NANOSTRUCTURES CONTAINING HIGH CAPACITY ACTIVE MATERIALS FOR USE IN RECHARGEABLE BATTERIES	20160190600 14952744	06-30-2016 11-25-2015
COMPOSITE STRUCTURES CONTAINING HIGH CAPACITY POROUS ACTIVE MATERIALS CONSTRAINED IN SHELLS	9698410 20160064725 14928576	07-04-2017 03-03-2016 10-30-2015
ELECTROLYTES FOR RECHARGEABLE BATTERIES	20160049693 14831697	02-18-2016 08-20-2015

TEMPLATE ELECTRODE STRUCTURES FOR DEPOSITING ACTIVE MATERIALS	20160013483 14859125	01-14-2016 09-18-2015
PRELITHIATION SOLUTIONS FOR LITHIUM-ION BATTERIES	20150364795 14736159	12-17-2015 06-10-2015
STRUCTURALLY CONTROLLED DEPOSITION OF SILICON ONTO NANOWIRES	20150325852 14710103	11-12-2015 05-12-2015
PRELOADING LITHIUM ION CELL COMPONENTS WITH LITHIUM	20150004495 14322774	01-01-2015 07-02-2014
DUAL CURRENT COLLECTORS FOR BATTERY ELECTRODES	9692056 13863358	06-27-2017 04-15-2013
FORMING MULTILAYERED SOLID ELECTROLYTE INTERPHASE STRUCTURES ON HIGH CAPACITY ELECTRODES	9112212 13281252	08-18-2015 10-25-2011
CONDUCTING FORMATION CYCLES	8801810 12944572	08-12-2014 11-11-2010
INTERCONNECTED HOLLOW NANOSTRUCTURES CONTAINING HIGH CAPACITY ACTIVE MATERIALS FOR USE IN RECHARGEABLE BATTERIES	8450012 20100330423 12787138	05-28-2013 12-30-2010 05-25-2010
CORE-SHELL HIGH CAPACITY NANOWIRES FOR BATTERY ELECTRODES	20140370380 12787168	12-18-2014 05-25-2010
CORE-SHELL HIGH CAPACITY NANOWIRES FOR BATTERY ELECTRODES	20100330421 12787168	12-30-2010 05-25-2010
DEPOSITION ON TWO SIDES OF A WEB	20140302232 14252633	10-09-2014 04-14-2014
COMPOSITE STRUCTURES CONTAINING HIGH CAPACITY POROUS ACTIVE MATERIALS CONSTRAINED IN SHELLS	20170338464 15608829	11-23-2017 05-30-2017
NANOWIRE BATTERY METHODS AND ARRANGEMENTS	8877374 20110020713 12895424	11-04-2014 01-27-2011 09-30-2010
NANOWIRE BATTERY METHODS AND ARRANGEMENTS	7816031 20090042102 11837291	10-19-2010 02-12-2009 08-10-2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIENERGY	86886863	01-26-2016
AMPRIUS	5040065	09-13-2016
	86886810	01-28-2016
AMPRIUS	5031785	08-30-2016
	86886760	01-26-2016

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		