

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVOLV TECHNOLOGIES, INC.		12/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 New York Plaza, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5797183	EVOLV EDGE	
Serial Number:	87878683	EVOLV PINPOINT	
Serial Number:	88371334	EVOLV EXPRESS	
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@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COAGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1297452 TM		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	12/03/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 3, 2020, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and EVOLV TECHNOLOGIES, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit 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”). 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 Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, 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 (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");

(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 Security Agreement, which is hereby incorporated by reference. The provisions of the Security 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, Security 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).

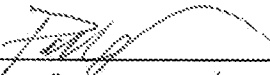
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:
Evolv Technologies, Inc.
200 West Street
Waltham, MA 02451
Attention: Peter Faubert

EVOLV TECHNOLOGIES, INC.

By: 
Name: Peter Faubert
Title: CFO

LENDER:

Address:
JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Emma Saliba

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

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:
Evolv Technologies, Inc.
200 West Street
Waltham, MA 02451
Attention: Peter Faubert

EVOLV TECHNOLOGIES, INC.

By: _____

Name: _____

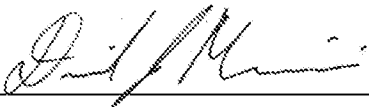
Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Emma Saliba

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Daniel J. Maniaci

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number/Registration Number</u>	<u>Application Date</u>	<u>Country</u>	<u>Status</u>
BEAM FORMING WITH A PASSIVE FREQUENCY DIVERSE APERTURE	10,541,472	Jan 22, 2015	United States of America	Issued
BEAM FORMING WITH A PASSIVE FREQUENCY DIVERSE APERTURE	15702363.1	Jan 22, 2015	European Patent Office	Allowed
PARTITIONING FOR RADAR SYSTEMS	9,791,553	Apr 3, 2015	United States of America	Issued
PARTITIONING FOR RADAR SYSTEMS	10,725,153	Sep 7, 2017	United States of America	Issued
PARTITIONING FOR RADAR SYSTEMS	2015240505	Apr 3, 2015	Australia	Issued
PARTITIONING FOR RADAR SYSTEMS	2944748	Apr 3, 2015	Canada	Issued
PARTITIONING FOR RADAR SYSTEMS	ZL20158002572 9.7	Apr 3, 2015	China	Issued
PARTITIONING FOR RADAR SYSTEMS	15715653.0	Apr 3, 2015	European Patent Office	Published
MODULAR IMAGING SYSTEM	10,338,214	Apr 1, 2016	United States of America	Issued
MODULAR IMAGING SYSTEM	2016244018	Apr 1, 2016	Australia	Pending
MODULAR IMAGING SYSTEM	2,981,487	Apr 1, 2016	Canada	Published
MODULAR IMAGING SYSTEM	201680032392.7	Apr 1, 2016	China	Published
MODULAR IMAGING SYSTEM	16716409.4	Apr 1, 2016	European Patent Office	Published
FEATURE EXTRACTION FOR RADAR	9,823,338	Apr 3, 2015	United States of America	Issued
FEATURE EXTRACTION FOR RADAR	2015240513	Apr 3, 2015	Australia	Issued
FEATURE EXTRACTION FOR RADAR	2,944,756	Apr 3, 2015	Canada	Pending
FEATURE EXTRACTION FOR RADAR	ZL20158002645 2X	Apr 3, 2015	China	Issued
FEATURE EXTRACTION FOR RADAR	15715654.8	Apr 3, 2015	European Patent Office	Published
AUGMENTED MACHINE DECISION MAKING	15/287,564	Oct 6, 2016	United States of America	Published
PLATFORM FOR GATHERING REAL-TIME ANALYSIS	10,382,300	Oct 6, 2016	United States of America	Issued
PERSONNEL INSPECTION WITH THREAT DETECTION AND DISCRIMINATION	16/664,565	Oct 25, 2019	United States of America	Published

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>	<u>Country</u>	<u>Status</u>
EVOLV EDGE	320102	Nov 7, 2019	United Arab Emirates	Registered
EVOLV EDGE	1,934,287	Dec 5, 2018	Canada	Pending
EVOLV EDGE	017996854	Dec 6, 2018	European Union	Registered
EVOLV EDGE	5797183	May 1, 2018	United States of America	Registered
EVOLV EXPRESS	3426221	Sep 5, 2019	United Kingdom	Registered
EVOLV EDGE	2018-149975	Dec 6, 2018	Japan	Registered
EVOLV EDGE	3358986	Dec 6, 2018	United Kingdom	Registered
EVOLV PINPOINT	87/878,683	Apr 16, 2018	United States of America	Allowed
EVOLV EXPRESS	319036	Oct 20, 2019	United Arab Emirates	Registered
EVOLV EXPRESS	1,983,729	Sep 5, 2019	Canada	Pending
EVOLV EXPRESS	018120207	Sep 5, 2019	European Union	Registered
EVOLV EXPRESS	2019-118201	Sep 5, 2019	Japan	Allowed
EVOLV EXPRESS	88/371,334	Apr 4, 2019	United States of America	Allowed

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RECORDED: 12/03/2020

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