

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OWLET BABY CARE INC.		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88619337	DREAM LAB	
Registration Number:	6019224	OWLET SMART SOCK	
Serial Number:	87606626	BABYSAT	
Serial Number:	87980222	OWLET SOCK	
Serial Number:	87877854	OWLET BAND	
Registration Number:	5852702	OWLET CAM	
Serial Number:	87931169	OWLET SOCK	
Registration Number:	5470453	OWLET	
Registration Number:	5336722		
Registration Number:	5314970	OWLET	
Registration Number:	5037581	REST ASSURED	
Registration Number:	4901590	UP ALL NIGHT SO YOU DON'T HAVE TO BE	
Registration Number:	4872003		
Registration Number:	4804561	OWLET	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		

CH \$365.00 88619337

Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.002196
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	04/22/2020

Total Attachments: 16

source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page1.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page2.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page3.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page4.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page5.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page6.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page7.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page8.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page9.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page10.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page11.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page12.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page13.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page14.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page15.tif
source=SVB_Owlet (Executed Intellectual Property Security Agreement 4_2020)#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of April 22, 2020 by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”) and **OWLET BABY CARE INC.**, a Delaware corporation (“**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 Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 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 and any patents and patent applications claiming the priority benefit of 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.

3. Authorization. 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.

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 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.

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).

[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:

OWLET BABY CARE INC.

DocuSigned by:
Michael Abbott
By: _____
Name: Michael Abbott
Title: President and Chief Financial Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Jordan Rigberg
By: _____
Name: Jordan Rigberg
Title: Vice President

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Patents		
Infant Sock	D877,482	(03/10/20)
Wireless Infant Health Monitor	10,499,837	(12/10/19)
Wireless Infant Health Monitor	16/673,041	(11/04/19)
Wireless Infant Health Monitor	16/503,335	(07/03/19)
Wireless Infant Health Monitor	9,693,730	(07/04/17)
Infant Sock	D781,568	(03/21/17)
Baby Monitor	D864,147	(10/22/19)
Baby Monitor Base	D864,148	(10/22/19)
Fabric Electrode Assembly	D866,199	(11/12/19)
Fabric Electrode Assembly	D866,987	(11/19/19)
Maternal Belly Band	D868,978	(12/03/19)
Maternal Band Processing Unit	D877,344	(03/03/20)
Pulse Oximetry Ring	14/849,366	(09/09/15)
Fetal Health Data Monitoring	15/476,295	(03/31/17)
Local Signal-to-Noise Peak Detection	15/613,935	(06/05/17)
Age-Adaptive Pulse Oximetry	15/832,574	(12/05/17)
Heart-Rate Adaptive Pulse Oximetry	15/832,585	(12/05/17)
Multi-Purpose Dynamically Configurable Biometric Photonics Sensor Probe	16/054,548	(08/03/18)
Fetal Health Data Monitoring	PCT US2017025563	(03/31/17)

Prenatal Monitoring Device (Ink Layers)	62/855,033	(05/31/19)
Respiratory Rate Estimation from Photoplethysmogram	62/911,879	(10/07/19)
Respiratory Rate Prediction from a Photoplethysmogram	62/939,816	(11/25/19)
Fetal Heart Rate Estimation from Electrocardiogram	62/911,889	(10/07/19)
Fetal Heart Rate Prediction from Electrocardiogram	62/939,829	(11/25/19)
Heart Rate Estimation from the Photoplethysmogram	62/911,903	(10/07/19)
Heart Rate Prediction from a Photoplethysmogram	62/939,837	(11/25/19)
Prenatal Monitoring Device (Fabric Design)	62/933,573	(11/11/19)
Maternal Belly Band	29/657,821	(07/25/18)
Fetal Heart Rate Extraction Within a Processor Constrained Environment	16/712,284	(12/12/19)
Simultaneous Multi-Led Pulse-Oximetry Sampling	16/732,676	(01/02/19)
Fetal Movement Detection	63/010258	(04/15/20)

Non-US Patents

Wireless Infant Health Monitor	BR11201500384 4-1 (Brazil)	(02/23/15)
Wireless Infant Health Monitor	13832064.3 (EUPC)	(03/16/15)
Wireless Infant Health Monitor	ZL20138005486 5.X (China)	(09/07/18)
Wireless Infant Health Monitor	201810952168.0 (China)	(08/21/18)
Fetal Health Data Monitoring	17776853.8 (EUPC)	(10/15/18)
Fetal Health Data Monitoring	201780021795.6 (China)	(09/29/18)
Infant Sock	ZL20173013989 3.2 (China)	(06/19/18)
Infant Sock	1702002689	(07/18/17)

	(Thailand)	
Maternal Belly Band	001475719-0001 (European Union)	(10/16/18)
Maternal Belly Band	005799855-0002 (European Union)	(10/16/18)
Maternal Belly Band	005799855-0001 (European Union)	(10/16/18)
Maternal Belly Band	005799855-0004 (European Union)	(10/16/18)
Maternal Belly Band	201816204 (Australia)	(12/20/18)
Maternal Belly Band	005799855-0005 (European Union)	(10/16/18)
Maternal Belly Band	201830581283.2 (China)	(10/18/18)
Fabric Electrode Constellation	201815933 (Australia)	(11/28/18)
Fabric Electrode Constellation	005792587-0001 (European Union)	(10/10/18)
Fabric Electrode Constellation	ZL20183056948 7.4 (China)	(05/17/19)
Maternal Band Processing Unit	201815932 (Australia)	(11/28/18)
Maternal Band Processing Unit	005792603-0001 (European Union)	(10/10/18)
Maternal Band Processing Unit	005792603-0002 (European Union)	(10/10/18)

Maternal Health Monitoring Device	ZL20183056962 3.X (China)	(05/17/19)
Baby Monitor	ZL20183050637 5.4 (China)	(02/05/19)
Baby Monitor and Base	005805066-0003 (European Union)	(10/23/18)
Baby Monitor and Base	005805066-0004 (European Union)	(10/23/18)
Baby Monitor and Base	005805066-0001 (European Union)	(10/23/18)
Baby Monitor and Base	005805066-0002 (European Union)	(10/23/18)
Baby Monitor	201815931 (Australia)	(11/28/18)
Baby Monitor Base	ZL20183050940 7.6 (China)	(03/15/19)
Baby Monitor Base	201815930 (Australia)	(11/28/18)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Trademarks		
DREAM LAB	88/619,337	(09/17/19)
OWLET SMART SOCK	6,019,224	(03/24/20)
BABYSAT	87/606,626	(09/13/17)
OWLET SOCK	87/980,222	(05/22/18)
OWLET BAND	87/877,854	(04/16/18)
OWLET CAM	5,852,702	(09/03/19)
OWLET SOCK	87/931,169	(05/22/18)
OWLET	5,470,453	(05/18/18)
	5,336,722	(11/14/17)
OWLET	5,314,970	(10/24/17)
REST ASSURED	5,037,581	(09/06/16)
UP ALL NIGHT SO YOU DON'T HAVE TO BE	4,901,590	(02/16/16)
	4,872,003	(12/15/15)

OWLET	4,804,561	(09/01/15)
-------	-----------	------------

Non-US Trademarks

OWLET	17526707	(01/27/17)
-------	----------	------------

(China
(People's
Republic))

OWLET	014425731	(11/27/15)
-------	-----------	------------

(European
Union
(Community))

OWLET	5609332	(07/26/17)
-------	---------	------------

(Japan)

OWLET	40-1185272	(06/17/16)
-------	------------	------------

(Korea)

OWLET	1763633	(04/01/16)
-------	---------	------------

(Taiwan)

OWLET SMART SOCK	1351596 (Int'l	(03/27/17)
------------------	----------------	------------

Registration -
Madrid
Protocol Only)

OWLET SMART SOCK	1351596	(03/27/17)
------------------	---------	------------

(Australia)

OWLET SMART SOCK	1351596	(03/27/17)
------------------	---------	------------

(European
Union
(Community))

OWLET SMART SOCK	1351596	(03/27/17)
------------------	---------	------------



(Japan)

OWLET SMART SOCK	1351596	(03/27/17)
------------------	---------	------------

(United
Kingdom)

OWLET CAM	1436626 (Int'l	(10/12/18)
-----------	----------------	------------

Registration -
Madrid
Protocol Only)

OWLET CAM	1436626 (Australia)	(10/12/18)
OWLET CAM	1436626 (European Union (Community))	(10/12/18)
OWLET SOCK	1438433 (Int'l Registration - Madrid Protocol Only)	(10/12/18)
OWLET SOCK	1438433 (Australia)	(10/12/18)
OWLET SOCK	1438433 (European Union (Community))	(10/12/18)
OWLET SOCK	1438433 (China (People's Republic))	(10/12/18)
OWLET	170124164 (Thailand)	(07/12/17)
	23308332 (China (People's Republic))	(06/07/18)
	191112062 (Thailand)	(07/12/17)



1720044
(Australia)

(04/12/16)



909952779
(Brazil)

(11/21/17)



17801371
(China
(People's
Republic))

(06/29/16)



14524847
(European
Union
(Community))

(12/16/15)



5817573
(Japan)

(01/08/16)



1657710 (07/20/16)
(Mexico)



2015/24288 (08/28/15)
(South Africa)

OWLET	1719363 (04/05/16) (Australia)
OWLET	909965536 (11/28/17) (Brazil)
OWLET	14561948 (09/15/15) (European Union Community))
OWLET	1657709 (07/20/16) (Mexico)
OWLET	2015/25065 (11/29/17) (South Africa)
OWLET BAND	1436621 (Int'l (10/12/18) Registration - Madrid Protocol Only)
OWLET BAND	1436621 (10/12/18) (Australia)
OWLET BAND	1436621 (10/12/18) (European Union Community))

OWLET BAND

1436621
(China
(People's
Republic))

(10/12/18)

OWLET BAND

43172024
(China)

(12/19/19)

EXHIBIT D

Mask Works

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