# CH \$490.00 873206

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM605133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ESSENTIUM, INC.		10/20/2020	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: 19**

Property Type	Number	Word Mark	
Serial Number:	87320681	FLASHFUSE	
Serial Number:	87320665	FUSEBOX	
Serial Number:	87375750	ESSENTIUM	
Serial Number:	87375669	ESSENTIUM BUILD YOUR WORLD	
Serial Number:	87375693	ESSENTIUM FILAMENT	
Serial Number:	87375717	MATERIALS GENIUS	
Serial Number:	87872464	FLASHFUSE FILAMENT	
Serial Number:	88838976	ESSENTIUM DRYBOX	
Serial Number:	88188701	HSE	
Serial Number:	88188558	ESSENTIUM HIGH SPEED EXTRUSION	
Serial Number:	88285473	ARBORX	
Serial Number:	88285497	HOZZLE	
Serial Number:	88285521	ESSENTIUM FILAMENT CARE SYSTEM	
Serial Number:	88684853	INDUSTRIAL ADDITIVE	
Serial Number:	88684970	ESSENTIUM INDUSTRIAL ADDITIVE	
Serial Number:	88684981	E ESSENTIUM INDUSTRIAL ADDITIVE	
Serial Number:	88776061	E	
Serial Number:	88843965	TRIFUSION DEVICES	
Serial Number:	88192332	HSE 180 · S	

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#### **CORRESPONDENCE DATA**

**Fax Number:** 4048853900

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.

**Phone:** 4048853868

Email:rusty.close@troutman.comCorrespondent Name:CHRISTOPHER CLOSEAddress Line 1:TROUTMAN PEPPER LLP

**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.003160
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	10/27/2020

#### **Total Attachments: 18**

source=SVB Essentium (Executed Intellectual Property Security Agreement)#page1.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page2.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page3.tif source=SVB\_Essentium\_(Executed\_Intellectual\_Property\_Security\_Agreement)#page4.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page5.tif source=SVB Essentium (Executed\_Intellectual\_Property\_Security\_Agreement)#page6.tif source=SVB\_Essentium\_(Executed\_Intellectual\_Property\_Security\_Agreement)#page7.tif source=SVB\_Essentium\_(Executed\_Intellectual\_Property\_Security\_Agreement)#page8.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page9.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page10.tif source=SVB Essentium (Executed Intellectual Property\_Security\_Agreement)#page11.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page12.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page13.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page14.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page15.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page16.tif source=SVB Essentium (Executed Intellectual Property Security Agreement)#page17.tif source=SVB Essentium (Executed Intellectual Property\_Security\_Agreement)#page18.tif

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ESSENTIUM, INC. ("Grantor").

#### **RECITALS**

- 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 as of October 20, 2020 (the "Effective Date") (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.
- В. 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:
- Any and all copyright rights, copyright applications, copyright registrations (a) 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;
- Any and all design rights that may be available to Grantor now or hereafter (c) existing, created, acquired or held;

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- (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 <u>Exhibit C</u> 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 <u>Exhibit D</u> 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. <u>Recordation</u>. 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. <u>Authorization</u>. 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. <u>Loan Documents</u>. 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.

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- 5. <u>Execution in Counterparts</u>. 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. <u>Successors and Assigns</u>. 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.]

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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:** 

ESSENTIUM, INC.

an glis

Lars Uffhausen

COO/CFO, Secretary

**BANK:** 

SILICON VALLEY BANK

--- Docasignea by

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Janan Ghaddar

Vice President

# EXHIBIT A

# Copyrights

No.	Description	Registration Number	Application Number	Notes on Ownership
1.	No Registrations Identified			

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# EXHIBIT B

## **Patents**

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
1.	HIGH SPEED EXTRUSION 3D PRINTER NOZZLE	7/26/2018	US Provisional 62703700	Expired and unpublished provisional app		See 16268873
2.	CELLULOSE NANOCRYSTAL POLYMER COMPOSITE	6/3/2015	PCT/US2015/34004	Filed in name of inventors		See 15315550
3.	CELLULOSE NANOCRYSTAL POLYMER COMPOSITE	12/1/2016	US Non-Provisional 15315550	4/2/2019	10246583	049443/0596
4.	NATURAL FIBER COMPOSITE AND METHOD OF PRODUCTION	4/20/2016	PCT/2016/28436	Filed in name of inventors		See 15568216
5.	NATURAL FIBER COMPOSITE AND METHOD OF PRODUCTION	10/20/2017	US Non-Provisional 15568216	Shown as owned by Essentium Materials		044893/0353
6.	SYNTHETICALLY MODIFIED THERMOPLASTIC POLYMER COMPOSITES HAVING CELLULOSE NANOMATERIALS	6/30/2016	PCT/US2016/040487	Filed in name of inventors		
7.	SYNTHETICALLY MODIFIED THERMOPLASTIC POLYMER COMPOSITES HAVING CELLULOSE NANOMATERIALS	12/22/2017	US Non-Provisional App. 15739369	4/21/2020	10626226	

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
8.	SYNTHETICALLY MODIFIED THERMOPLASTIC POLYMER COMPOSITES HAVING CELLULOSE NANOMATERIALS	3/16/2020	US Non-Provisional App. 16820026	Unpublished		
9.	THREE DIMENSIONAL PRINTER APPARATUS	11/1/2017	PCT/US17/59878	Essentium Materials		
10.	THREE DIMENSIONAL PRINTER APPARATUS	6/7/2019	US Non-Provisional App. 16467693	No assignment information available		
11.	ATMOSPHERIC PLASMA CONDUCTION PATHWAY FOR THE APPLICATION OF ELECTROMAGENTIC ENERGY TO 3D PRINTED PARTS	2/19/2018	PCT/US18/18629	Essentium Materials		
12.	ATMOSPHERIC PLASMA CONDUCTION PATHWAY FOR THE APPLICATION OF ELECTROMAGENTIC ENERGY TO 3D PRINTED PARTS	9/26/2019	US Non-Provisional App. 16498079	Unpublished		
13.	THREE DIMENSIONAL PRINTER APPARATUS	5/18/2018	PCT/US18/33409	Unpublished		
14.	THREE DIMENSIONAL PRINTER APPARATUS	11/18/2019	US Non-Provisional App. 16614600	Essentium Materials		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
15.	HYBRID THERMOPLASTIC COMPOSITES WITH LONG AND SHORT FIBER MATERIALS AND NATURAL NANOPARTICLES	6/5/2018	PCT/US18/36038	Essentium Materials		
16.	FIBER MATERIALS AND NATURAL NANOPARTICLES	12/3/2019	US Non-Provisional 16619008	Unpublished		
17.	TOOL ASSEMBLY FOR MANUFACTURING PARTS AND A METHOD OF PRODUCING A TOOLING ASSEMBLY	11/27/2017	US Provisional App. 62591015	Expired unpublished provisional		
18.	TOOL ASSEMBLY FOR MANUFACTURING PARTS AND A METHOD OF PRODUCING A TOOLING ASSEMBLY	11/27/2018	PCT/US18/62605	Essentium Materials		
19.	TOOL ASSEMBLY FOR MANUFACTURING PARTS AND A METHOD OF PRODUCING A TOOLING ASSEMBLY	5/22/2020	US Non-Provisional App. 16766533	Unpublished		
20.	MULTIPLE LAYER FILAMENT AND METHOD OF MANUFACTURING	2/8/2018	US Provisional App. 62627950	Expired unpublished provisional		
21.	MULTIPLE LAYER FILAMENT AND METHOD OF MANUFACTURING	2/8/2019	PCT/US19/17235	Essentium Materials		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
22.	MULTIPLE LAYER FILAMENT AND METHOD OF MANUFACTURING	8/6/2020	US Non-Provisional App. 16967980	Unpublished		
23.	HIGH FREQUENCY ADHESIVE BONDING	7/29/2019	PCT/US19/43894			
24.	HIGH FREQUENCY ADHESIVE BONDING	10/15/2019	US Non-Provisional App. 16605395	Unpublished		
25.	PROCESS FOR HYDROPHOBIC MODIFICATION OF NANOCELLULOSE DURING MANUFACTURING	11/30/2018	US Provisional App. 62773649	Expired unpublished provisional		
26.	PROCESS FOR HYDROPHOBIC MODIFICATION OF NANOCELLULOSE DURING MANUFACTURING	11/26/2019	PCT/US19/63275			
27.	INFRARED HEATING OF ADDITIVE PRINTED PART	2/12/2019	US Non-Provisional App. 16273812			
28.	INFRARED HEATING OF ADDITIVE PRINTED PART	2/6/2020	PCT/US20/16982	Unpublished		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
29.	FILAMENT BUFFER	2/12/2019	US Non-Provisional App. 16273825			
30.	FILAMENT BUFFER	2/6/2020	PCT/US20/16983	Unpublished		
31.	HIGH SPEED EXTRUSION 3D PRINTER NOZZLE	2/6/2019	US Non-Provisional App. 16268873			049443/ 0672
32.	HIGH SPEED EXTRUSION 3D PRINTER NOZZLE	7/25/2019	PCT/US19/43427			See 16268873
33.	THREE- DIMENSIONAL PRINTER	2/1/2019	US Design App. 29679089	Unpublished		
34.	NOZZLE ASSEMBLY WITH A SERPENTINE PATH FOR PRINTER HEAD OF 3D	11/5/2019	US Provisional App. 62930659	Unpublished		
35.	EMITTER AND METHOD FOR PLASMA FUSING OF MATERIALS	5/1/2020	US Provisional App. 63018901	Unpublished		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
36.	NOZZLE ASSEMBLY FOR PRINTER HEAD OF 3D PRINTER	11/5/2019	US Provisional App. 62930662	Unpublished		
37.	THREE- DIMENSIONAL PRINTER HEAD INCLUDING AN AUTOMATIC TOUCHDOWN APPARATUS	3/20/2019	US. Non-Provisional 16359671	Unpublished		
38.	FILAMENT CONTAINER	3/29/2019	US Non-Provisional 16370135	Unpublished		
39.	FILAMENT CONTAINER	2/6/2020	PCT/US20/16979	Unpublished		
40.	HIGH SPEED EXTRUSION 3-D PRINTING SYSTEM	3/20/2019	PCT/US19/23197			
41.	FILAMENT CART	3/29/2019	US Design App. 29685715	Unpublished		
42.	APPARATUS AND PROCESS FOR SEALING OF GAPS IN PARTS MANUFACTURED VIA 3D PRINTING TECHNIQUES	7/12/2019	US Provisional App. 62873519	Expired unpublihed provisional		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
43.	APPARATUS AND PROCESS FOR SEALING OF GAPS IN PARTS MANUFACTURED VIA 3D PRINTING TECHNIQUES	7/10/2020	PCT/US20/41504	Unpublished		
44.	SPLIT SPOOL ASSEMBLY FOR A THREE- DIMENSIONAL PRINTER	12/9/2019	US Provisional App. 62945620	Unpublished		
45.	SPLIT SPOOL ASSEMBLY FOR A THREE- DIMENSIONAL PRINTER	2/21/2020	PCT/US20/19245	Unpublished		
46.	MODULAR, DAMPED X,Y-Z THREE DIMENSIONAL PRINTER CONSTRUCTION	12/9/2019	US Provisional App. 62945399	Unpublished		
47.	GANTRY ASSEMBLY FOR ADDITIVE MANUFACTURING MACHINE	12/9/2019	US Provisional App. 62945395	Unpublished		
48.	GANTRY ASSEMBLY FOR ADDITIVE MANUFACTURING MACHINE	3/25/2020	PCT/US20/24682	Unpublished		
49.	SYSTEM AND METHOD OF DETECTING FAILED BED ADHESION FOR A THREE- DIMENSIONAL PRINTER	5/21/2020	US Non-Provisional App. 16879850	Unpublished		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
50.	3D PRINTABLE FILAMENTS INCLUDING ANTIVIRAL SHEATHS	4/28/2020	US Provisional App. 63016749	Unpublished		
51.	TOOL ASSEMBLY FOR MANUFACTURING PARTS AND A METHOD OF PRODUCING A TOOL ASSEMBLY	5/1/2020	US Provisional App. 63018879	Unpublished		
52.	PRINTABLE, REUSABLE, MODULAR MASK SYSTEM	5/6/2020	US Provisional App. 63020827	Unpublished		
53.	FLAT-PACK FACEMASK	5/8/2020	US Provisional App. 63022082	Unpublished		
54.	3D PRINTED TOOLING SCAFFOLD	6/9/2020	US Provisional App. 63036707	Unpublished		
55.	ADAPTIVE TOOLPATH FOR PRODUCING MATERIAL EXTRUSION 3D PRINTED MECHANICAL TESTING SPECIMENS	6/30/2020	US Provisional App. 63046185	Unpublished		
56.	OPTIMIZING PRINT PROCESS PARAMETERS IN 3D PRINTING	8/11/2020	US Provisional App. 63064193	Unpublished		

No.	Description	Application Date	Application Number	Registration Date	Registration Number	Notes on Ownership (For US Cases Reel/Frame)
57.	THREE DIMENSIONAL PRINT METHOD AND PART	10/23/2018	PCT/US18/57084	Shown as owned by Trifusion Devices		
58.	THREE DIMENSIONAL PRINT METHOD AND PART	4/23/2020	US Non-Provisional App. 16758716	Unpublished		

# EXHIBIT C

## Trademarks

No.	Description	Application Date	Application	Registration Number	Registration Date	Notes on Ownership Applied for in the Name of or Reel/Frame
1.	FlashFuse United States	2/1/2017	87320681			6851/0286
2.	FuseBox United States	2/1/2017	87320665	6013958	3/17/2020	6851/0286
3.	ESSENTIUM United States	3/17/2017	87375750	5921345	11/26/2019	7013/0811
4.	ESSENTIUM BUILD YOUR WORLD United States	3/17/2017	87375669	5271359	8/22/2017	7013/0811
5.	ESSENTIUM FILAMENT United States	3/17/2017	87375693	5301472	10/3/2017	7013/0811
6.	MATERIALS GENIUS United States	3/17/2017	87375717	5415765	3/6/2018	Essentium, Materials, LLC - executed assignment to Essentium, Inc.to be recorded

No.	Description	Application Date	Application	Registration Number	Registration Date	Notes on Ownership Applied for in the Name of or Reel/Frame
7.	FlashFuse Filament United States	4/11/2018	87872464	5712487	4/2/2019	Essentium, Materials, LLC - executed assignment to Essentium, Inc.to be recorded
8.	DryBox United States	3/18/2020	88838976			
9.	HSE United States	11/9/2018	88188701			Essentium, Materials, LLC - executed assignment to Essentium, Inc.to be recorded
10.	ESSENTIUM HIGH SPEED EXTRUSION United States	11/9/2018	88188558			
11.	HSE 180 S United States	11/13/2018	88188558			
12.	ArborX United States	2/1/2019	88285473			
13.	Hozzle United States	2/1/2019	88285497			

No.	Description	Application Date	Application	Registration Number	Registration Date	Notes on Ownership Applied for in the Name of or Reel/Frame
14.	Filament Care System United States	2/1/2019	88285521			
15.	Industrial Additive United States	11/8/2019	88684853			
16.	ESSENTIUM Industrial Additive United States	11/8/2019	88684970			
17.	Stylized logo for Essentium Industrial Additive United States	11/8/2019	88684981			
18.	Stylized E Logo United States	1/28/2020	88776061			
19.	TRIFUSION United States	3/23/2020	88843965			

# EXHIBIT D

## Mask Works

No.	Description	Application	Registration	Notes on Ownership
1.	None Identified			

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**RECORDED: 10/27/2020** 

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