

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Scientific, Inc.		04/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	60 LIVINGSTON AVE, EP-MN-WS3C		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5929809	HONEYMINER	
Registration Number:	6217131	CORE SCIENTIFIC	
Registration Number:	6257539	C CORE SCIENTIFIC INFRASTRUCTURE & TECHN	
Registration Number:	6267073	C CORE SCIENTIFIC	
Serial Number:	88571825	AI LABS: CORE'S CLOUD FOR DATA SCIENTIST	
Serial Number:	88191911	BORN OF THE BLOCKCHAIN, INSPIRED BY AI	
Serial Number:	87944146	C CORE SCIENTIFIC	
Serial Number:	87944145	C	
Serial Number:	87944144	CORE SCIENTIFIC	
Serial Number:	88191906	MINDER	
Serial Number:	88191909	MINDEROS	
Serial Number:	88531490	MINDERSHELL	
Serial Number:	88613142	MINDER SATELLITE	
Serial Number:	88698839	MINDER DEEPMINE	
Serial Number:	88698846	MINDER DEEPINFRA	
Serial Number:	88698829	MINDER TERMINAL	
Serial Number:	88803051	PLEXUS	
Serial Number:	90558794	PLEXUS SATELLITE	
Serial Number:	90558799	PLEXUS EDGE	

CH \$490.00 5929809

CORRESPONDENCE DATA**Fax Number:** 4156932222*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:** 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 337412-100**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 04/21/2021**Total Attachments: 16**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of April 19, 2021, is made by Core Scientific, Inc. (the “*Grantor*”) in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (the “*Collateral Agent*”) on behalf of the Secured Parties.

RECITALS

WHEREAS, the Grantor, together with the other Grantors from time to time party thereto, has entered into that certain Secured Convertible Note Purchase Agreement, dated as of April 19, 2021 (as amended, restated, supplemented and/or otherwise modified from time to time, the “*Purchase Agreement*”), by and among the Grantors, each Purchaser party thereto, U.S. Bank National Association, as note agent, and the Collateral Agent;

WEREAS, to induce the Purchasers to purchase the Notes and as continuing collateral security for the Obligations of the Company under the Purchase Agreement and the Guaranteed Obligations of the Guarantors under the Guaranty, the Grantors have agreed to enter into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used but not otherwise defined herein having the meaning ascribed thereto therein), made by Grantors in favor of the Collateral Agent, for the purposes of granting to the Collateral Agent, for the benefit of the Secured Parties, a security interest in Grantors’ assets, on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant a security interest to the Collateral Agent, in all of the Grantor’s Intellectual Property, including the Patents, Trademarks and Copyrights listed on Schedule 1 hereto (collectively, the “*Intellectual Property*”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Holders to purchase the Notes, the Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the Intellectual Property, whether now owned or hereafter acquired.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies

of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

This Agreement shall terminate as set forth in the Security Agreement.

3. Modification of Agreement.

Any provision of this Agreement may be amended, waived or modified only by an instrument signed in writing by the Grantor and the Collateral Agent (with the consents of any Holder or other Secured Party as required by Section 10.9 of the Purchase Agreement). Notwithstanding the foregoing, upon receipt of a certificate of a Responsible Officer, the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents, Trademarks or Copyrights currently owned by the Grantor or any Patents, Trademarks or Copyrights acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents, Trademarks or Copyrights in which the Grantor no longer has or claims any right, title or interest.

5. GOVERNING LAW.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

6. Expenses, Etc.

This Agreement is subject to the provisions of Section 10.3 (Jurisdiction and Venue), Section 10.4 (Waiver of Jury Trial) and Section 10.10(a) (Expenses and Indemnification) of the Purchase Agreement, which are by this reference incorporated herein in full, mutatis mutandis. Any amounts payable as provided hereunder shall be additional Obligations secured by this Agreement and the other Note Documents. U.S. Bank National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Purchase Agreement and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent in acting hereunder.

7. Counterparts.

This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute a single contract. Any counterpart of a signature page to this Agreement may be delivered by facsimile, electronic mail (including ".pdf" or ".tif") or by means of an electronic signature complying with the Electronic Signatures in Global and National Commerce Act, the New York Electronic Signature and Records Act or any other similar state laws based

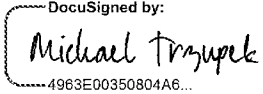
on the Uniform Electronic Transactions Act and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Page Follow]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CORE SCIENTIFIC, INC.

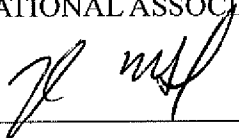
By: 4963E00350804A6...

Name: Michael Trzupke

Title: Chief Financial Officer

COLLATERAL AGENT:

US BANK NATIONAL ASSOCIATION

By:  _____

Name: Joshua A. Hahn

Title: Vice President

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Issued Patents

Name of Grantor	Title	Jurisdiction	Patent No.	Issue Date
Core Scientific, Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY	USA	10,299,412	05/21/2019
Core Scientific, Inc.	AUTOMATIC REPAIR OF COMPUTING DEVICES IN A DATA CENTER	USA	10,691,528	6/23/2020
Core Scientific, Inc.	COMPUTING DEVICE COOLING FACILITY INCLUDING A MIXING CHAMBER	USA	10,694,642	6/23/2020
Core Scientific, Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY	USA	10,701,835	6/30/2020
Core Scientific, Inc.	SYSTEM FOR COOLING COMPUTING DEVICES OF A PLURALITY OF FACILITIES	USA	10,701,836	6/30/2020
Core Scientific, Inc.	SYSTEM FOR PASSIVELY COOLING COMPUTING DEVICES	USA	10,701,837	6/30/2020
Core Scientific, Inc.	SYSTEM AND METHOD FOR IDENTIFYING COMPUTING DEVICES IN A DATA CENTER	USA	10,783,410	9/22/2020
Core Scientific, Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY HAVING A PLURALITY OF SUPPLY AIR SPACES	USA	10,806,055	10/13/2020
Core Scientific, Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY	USA	10,908,658	2/2/2021
Core Scientific, Inc.	MEASURING AIRFLOW FOR COMPUTING DEVICES	USA	10,942,195	3/9/2021
Core Scientific, Inc.	DYNAMIC AISLES FOR COMPUTING DEVICES	USA	10,959,349	3/23/2021

Pending Patent Applications

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific Inc. (assigned from R Stor Inc.)	SYSTEM AND METHOD FOR SCALING PROVISIONED RESOURCES	EU	EP/18877280	11/9/2018
Core Scientific Inc.	SYSTEM AND METHOD FOR SCALING PROVISIONED RESOURCES	USA	16/185,762	11/9/2018
Core Scientific Inc.	DYNAMIC NETWORK OF SUPERCOMPUTING RESOURCES	USA	16/185,604	11/9/2018

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
	WITH UNIFIED MANAGEMENT INTERFACE			
Core Scientific Inc.	DYNAMIC COMPUTER MARKETPLACE SYSTEM AND METHOD	USA	16/185,563	11/9/2018
Core Scientific Inc.	POWER DISTRIBUTION UNIT	USA	16/507,652	7/10/2019
Core Scientific Inc.	COMPUTING SYSTEM	USA	63/054987	7/23/2019
Core Scientific Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY	USA – PCT	PCT/US19/44673	8/1/2019
Core Scientific Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES WITHIN A FACILITY	USA	16/529,384	8/1/2019
Core Scientific Inc.	HARVESTING REMNANT CYCLES IN SMART DEVICES	USA	16/589,100	9/30/2019
Core Scientific Inc.	HARVESTING REMNANT CYCLES IN SMART DEVICES	USA	16/587,860	9/30/2019
Core Scientific Inc.	EFFICIENT COMPUTING IN VEHICLES	USA	16/659,051	10/21/2019
Core Scientific, Inc.	LOAD CENTER WITH INTEGRATED RECEPTACLES	USA	29/712,517	11/8/2019
Core Scientific Inc.	SYSTEM AND METHOD FOR HEALTH REPORTING IN A DATA CENTER	USA	16/707,964	12/9/2019
Core Scientific Inc.	SYSTEM AND METHOD FOR MANAGING COMPUTING DEVICES	USA	16/707,904	12/9/2019
Core Scientific Inc.	SYSTEM AND METHOD FOR VISUALLY MANAGING COMPUTING DEVICES IN A DATA CENTER	USA	16/707,870	12/9/2019
Core Scientific Inc.	AUTOMATIC REPAIR OF COMPUTING DEVICES IN A DATA CENTER	USA	16/776,213	1/29/2020
Core Scientific Inc.	COMPUTING SYSTEM AND METHOD	USA	16/777,503	1/30/2020
Core Scientific Inc.	CONTAINER-BASED DATA CENTER	USA	62/972,648	2/11/2020
Core Scientific Inc.	COMPUTING DEVICE SYSTEM AND METHOD	USA	62/983,890	3/2/2020
Core Scientific Inc. (assigned by Atrio Inc)	METHOD FOR APPLICATION PERFORMANCE CHARACTERIZATION AND PROFILING AS A SERVICE	USA	62/990552	3/17/2020
Core Scientific Inc.	COMMUNICATION NETWORK FOR GAMING REWARDS	USA	16/841,659	4/6/2020
Core Scientific Inc.	WORK PROVENANCE IN COMPUTING POOLS	USA	63/025866	5/15/2020

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific Inc.	RACK FOR COOLING COMPUTING DEVICES	USA	63/027802	5/20/2020
Core Scientific Inc.	MEASURING AIRFLOW FOR COMPUTING DEVICES	USA	63/027807	5/20/2020
Core Scientific Inc.	SYSTEM AND METHOD FOR COOLING COMPUTING DEVICES	USA	16/879,564	5/20/2020
Core Scientific Inc.	AUTOMATIC REPAIR OF COMPUTING DEVICES IN A DATA CENTER	USA	16/879,157	5/20/2020
Core Scientific Inc.	WORK PROVENANCE IN COMPUTING POOLS	USA	16/900,860	6/12/2020
Core Scientific Inc.	SYSTEM AND METHOD FOR RECOMMENDING COMPUTING RESOURCES	USA	63/054458	7/21/2020
Core Scientific Inc.	AUTOMATIC REPAIR OF COMPUTING DEVICES IN A DATA CENTER	USA – PCT	PCT/US2020/43078	7/22/2020
Core Scientific Inc.	SYSTEM AND METHOD FOR VISUALLY MANAGING COMPUTING DEVICES IN A DATA CENTER	USA – PCT	PCT/US2020/43086	7/22/2020
Core Scientific Inc.	SYSTEM AND METHOD FOR MANAGING COMPUTING DEVICES	USA – PCT	PCT/US2020/43088	7/22/2020
Core Scientific Inc.	HEALTH REPORTING FOR COMPUTING DEVICES	USA	16/936,101	7/22/2020
Core Scientific Inc.	RACK FOR COOLING COMPUTING DEVICES	USA	16/938,565	7/24/2020
Core Scientific Inc.	MEASURING AIRFLOW FOR COMPUTING DEVICES	USA	16/938,085	7/24/2020
Core Scientific Inc.	INTELLIGENT ALLOCATION OF RESOURCES IN A COMPUTING SYSTEM	USA	63/058101	7/29/2020
Core Scientific Inc.	INSTANCE CREATION IN A COMPUTING SYSTEM	USA	63/061132	8/4/2020
Core Scientific Inc.	CLOUD TO BARE METAL CORRELATION FOR PERFORMANCE ESTIMATION AND PREDICTION	USA	63/061134	8/4/2020
Core Scientific Inc.	SCALABILITY ADVISOR	USA	63/064589	8/12/2020
Core Scientific Inc.	LOW OVERHEAD PERFORMANCE DATA COLLECTION	USA	63/064616	8/12/2020
Core Scientific Inc.	SYSTEM AND METHOD FOR IDENTIFYING COMPUTING DEVICES IN A DATA CENTER	USA	16/992,093	8/12/2020
Core Scientific Inc.	APPLICATION PERFORMANCE DATA PROCESSING	USA	63/065003	8/13/2020

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific Inc.	JOB PERFORMANCE BREAKDOWN	USA	63/066429	8/17/2020
Core Scientific Inc.	BUILD PROCESS FOR APPLICATION PERFORMANCE	USA	63/066497	8/17/2020
Core Scientific Inc.	JOB BASED BIDDING	USA	63/066986	8/18/2020
Core Scientific Inc.	RANKING COMPUTING RESOURCES	USA	63/067047	8/18/2020
Core Scientific Inc.	ENVIRONMENT-BASED TUNING FOR COMPUTING DEVICES	USA	63/079169	9/16/2020
Core Scientific Inc.	DATA CENTER COOLING	USA	63/079174	9/16/2020
Core Scientific Inc.	AIR DEFLECTOR FOR COOLING COMPUTING DEVICES	USA	63/079224	9/16/2020
Core Scientific Inc.	ADJUSTABLE DUCTS FOR COOLING COMPUTING DEVICES	USA	63/079225	9/16/2020
Core Scientific Inc.	PERFORMANCE BENCHMARKING AND CHARACTERIZATION FOR CLOUD AND BARE METAL SYSTEMS	USA	63/088437	10/6/2020
Core Scientific Inc.	RACK FOR COOLING COMPUTING DEVICES IN A HYPERBOLOID CONFIGURATION	USA	63/092737	10/16/2020
Core Scientific Inc.	RACK FOR COOLING COMPUTING DEVICES IN A CYLINDRICAL CONFIGURATION	USA	63/092739	10/16/2020
Core Scientific Inc.	MEASURING AIRFLOW FOR COMPUTING DEVICES	USA	17/076,711	10/21/2020
Core Scientific Inc.	CONTAINER-BASED DATA CENTER	USA	17/081,393	10/27/2020
Core Scientific Inc.	MANAGING AIRFLOW FOR COMPUTING DEVICES	USA	63/108651	11/2/2020
Core Scientific Inc.	DYNAMIC AISLES FOR COMPUTING DEVICES	USA	63/108652	11/2/2020
Core Scientific Inc.	THERMAL MANAGEMENT FOR CONTAINER-BASED DATA CENTERS	USA	63/108663	11/2/2020
Core Scientific Inc.	THERMAL MANAGEMENT FOR CONTAINER-BASED DATA CENTERS	USA	17/095,335	11/11/2020
Core Scientific Inc.	DYNAMIC AISLES FOR COMPUTING DEVICES	USA	17/095,329	11/11/2020
Core Scientific Inc.	MANAGING AIRFLOW FOR COMPUTING DEVICES	USA	17/095,310	11/11/2020
Core Scientific Inc.	COMPUTING DEVICE SYSTEM AND METHOD	USA	17/102,604	11/24/2020
Core Scientific Inc.	HELICAL-CONFIGURED SHELVING FOR COOLING COMPUTING DEVICES	USA	17/126,758	12/18/2020

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific Inc.	DYNAMIC NETWORK OF SUPERCOMPUTING RESOURCES WITH UNIFIED MANAGEMENT INTERFACE	USA	17/143,111	1/6/2021
Core Scientific Inc.	DYNAMIC AISLES FOR COMPUTING DEVICES	USA	17/150,340	1/15/2021
Core Scientific Inc.	APPLICATION MAPPING TO SYSTEM RESOURCES FOR INSTANCE CREATION	USA	17/151,446	1/18/2021
Core Scientific Inc.	INSTANCE CREATION IN A COMPUTING SYSTEM	USA	17/151,430	1/18/2021
Core Scientific Inc.	SYSTEM AND METHOD FOR SCHEDULING IN A COMPUTING SYSTEM	USA	63/138745	1/19/2021
Core Scientific Inc.	RACK FOR COOLING COMPUTING DEVICES IN A CYLINDRICAL CONFIGURATION	USA	17/161,042	1/28/2021

Registered Trademarks

Registered Owner	Name of Grantor	Mark	Jurisdiction	Registration No.	Registration Date	Filing Date
Core Scientific, Inc.	Stax Digital LLC	HONEYMINER	USA	5929809	12/10/2019	4/10/2018
Core Scientific, Inc.	Core Scientific, Inc.	CORE SCIENTIFIC (CL 42)	USA	6217131	12/8/2020	5/31/2018
Core Scientific, Inc.	Core Scientific, Inc.	C CORE SCIENTIFIC INFRASTRUCTURE & TECHNOLOGY	USA	6257539	1/26/2021	5/31/2018
Core Scientific, Inc.	Core Scientific, Inc.	C CORE SCIENTIFIC SIDE-BY-SIDE LOGO (INLINE)	USA	6267073	2/9/2021	5/31/2018

Pending Trademark Applications

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific, Inc.	AI Labs: Core's Cloud for Data Scientist	USA	88571825	Aug 8, 2019
Core Scientific, Inc.	C Core Scientific Side-By-Side Logo (inline)	USA	87944149	Apr 23, 2019
Core Scientific, Inc.	Born of the Blockchain, Inspired by AI	USA	88191911	Nov 13, 2018
Core Scientific, Inc.	C Core Scientific Stack Logo (stacked)	USA	87944146	Apr 16, 2019

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific, Inc.	C Logo (CL 9, 37 & 42)	USA	87944145	Apr 16, 2019
Core Scientific, Inc.	Core Scientific (CL 9, 37)	USA	87944144	Apr 16, 2019
Core Scientific, Inc.	Core Scientific Infrastructure & Technology and Design	USA	87944148	Apr 23, 2019
Core Scientific, Inc.	Minder	USA	88191906	May 28, 2019
Core Scientific, Inc.	MinderOS	USA	88191909	May 28, 2019
Core Scientific, Inc.	MinderShell	USA	88531490	Jul 23, 2019
Core Scientific, Inc.	Minder Satellite	USA	88613142	Sep 11, 2019
Core Scientific, Inc.	MINDER DEEPMINE	USA	88698839	Nov 19, 2019
Core Scientific, Inc.	MINDER DEEPINFRA	USA	88698846	Nov 19, 2019
Core Scientific, Inc.	MINDER TERMINAL	USA	88698829	Nov 19, 2019
Core Scientific, Inc.	PLEXUS	USA	88803051	Feb 19, 2020
Core Scientific, Inc.	PLEXUS SATELLITE	USA	90558794	Mar 3, 2021
Core Scientific, Inc.	PLEXUS EDGE	USA	90558799	Mar 3, 2021

Registered Copyrights

None.

Pending Copyrights Applications

None.

Copyright Agreements

None.

Domain Names (as of 4/1/2021)

alliancetech.io
alternativeminers.com
altminersusa.com
asicminerrepair.com

asicminersusa.com
asicminingusa.com
base2blockchain.com
base2blockchain.io
base2power.com
base2power.io
basepower.io
bitcoinminersusa.com
bitinc.io
block4.io
blockfour.io
blockwell.io
brightrock.io
core-sci.com
core-scientific.co
core-scientific.info
core-scientific.us
core-x.io
core-x.us
corepower.io
coresceintfic.biz
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csglobal.io
dashminers.com
fixmyminer.com
fluxhost.com
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fluxpool.io
fluxpools.com
fluxpools.io
gfds.io
gpuminerrepair.com
hashblade.io
intelliwatt.io
jhgf.io
lkjh.io
mindco.io
minder.io
mineco.io
mineco.store
minetheworld.io
plexus.store
poi.u.io
puretechnologies.io
repairminer.com
scientific.io
trew.io
virtualcurrencyminers.com
wattcore.io
wattstream.io

watttower.io

Software

Minder
Plexus