

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novinda Corp.		02/05/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTIRA TECHNOLOGY FUND V L.P.		
Street Address:	c/o Altira Group LLC, 1675 Broadway, Suite 2400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	NV PARTNERS IV LP		
Street Address:	430 Mountain Avenue		
City:	Murray Hill		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	NV PARTNERS IV-C LP		
Street Address:	430 Mountain Avenue		
City:	Murray Hill		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4317424	INNOVATIVE SOLUTIONS FOR INDUSTRY	
Registration Number:	4324699	NOVINDA	
Registration Number:	4324698	NOVINDA	
Registration Number:	3825920		
Registration Number:	3818888	AMENDED SILICATES	
CORRESPONDENCE DATA			

CH \$140.00 4317424

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:	311760-130 NOVINDA
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NAME OF SUBMITTER:	C. Rhem
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SIGNATURE:	/CR/
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DATE SIGNED:	02/05/2016
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 5, 2016 by and among **NOVINDA CORP.**, a Delaware corporation (“**Grantor**”), the secured parties listed on the signature pages hereto (each, a “**Secured Party**” and, collectively, the “**Secured Parties**”).

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the “**Loans**”) in the amounts and manner set forth in those certain secured promissory notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the “**Notes**”) pursuant to the terms of that certain Note Purchase Agreement, of even date hereof, by and among Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in all of Grantor’s intellectual property, including, without limitation, copyrights, trademarks and patents, to secure the obligations of Grantor under the Notes and the Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”), Grantor has granted to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to or under all of Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, the Purchase Agreement and the Security Agreement (collectively, the “**Loan Documents**”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to the Secured Parties a first priority security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (as defined in the UCC) (including without limitation those copyrights, patents and trademarks listed on Exhibit A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and Grantor will provide monthly updated lists of any new applications and registrations to the Secured Parties.

In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

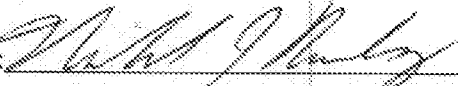
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IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR:

999 18th Street, Suite 1755
Denver, CO 80202

NOVINDA CORP.

By: 

Printed Name: Michael J. Rosenberg

Title: Chief Executive Officer

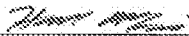
IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

SECURED PARTY:

ALTIRA TECHNOLOGY FUND V L.P.

By: Altira Management V LLC,
its general partner

By: Altira Group LLC,
its sole managing member

By: 
Hull McKinnon, a managing member

Address:

c/o Altira Group LLC
1675 Broadway, Suite 2400
Denver, Colorado 80202
Facsimile: (303) 592-5519

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

SECURED PARTY:

NV PARTNERS IV LP

By: NVPG IV, LLC its general partner

By:  _____

Name: Andrew Garman

Title: Managing Member

NV PARTNERS IV-CLP

By: NVPG IV, LLC its general partner

By:  _____

Name: Andrew Garman

Title: Managing Member

EXHIBIT A

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NOVINDA Website (www.novinda.com) and all pages therein	unregistered	
NOVINDA Product Documents	unregistered	

EXHIBIT B

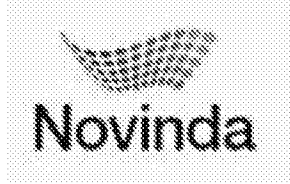
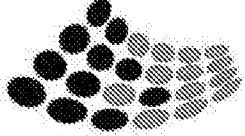
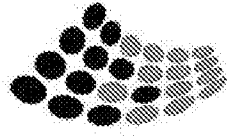
PATENTS

Patent/Application No.	Title	Issue/Filing Date	Country
6,719,828	High Capacity Regenerable Sorbent for Removal of Mercury from Flue Gas	4/13/2004	US
7,048,781	Chemically-Impregnated Silicate Agents for Mercury Control	5/23/2006	US
RE44,124	Regenerable High-Capacity Sorbent for Removal of Mercury from Flue Gas	4/2/2013	US
13/945,304 PCT/US13/51051	Resistivity and Process of Reducing Resistivity Process of Reducing Resistivity National Stage of PCT/US13/51051 National Stage of PCT/US13/51051 National Stage of PCT/US13/51051 National Stage of PCT/US13/51051 National Stage of PCT/US13/51051 National Stage of PCT/US13/51051 National Stage of PCT/US13/51051	7/18/2013 7/18/2013	US UK DE PL CA AU CN ZA
14/607,406	High Temperature Sorbents for Pollution Control	1/28/2015	
PCT/US13/64027	Gaseous Mercury Oxidation and Capture National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027 National Stage of PCT/US13/64027	10/9/2013	US CA UK DE PL ZA CN AU
14/435,193	Solution-Based Mercury Capture	10/9/2013	US
PCT/US13/77943	Carbonate Modified Compositions for Reduction of Flue-Gas Resistivity	12/27/2013	
PCT/US14/23989	Multi-Component Compositions for Mercury Removal National Stage of PCT/US14/23989 National Stage of PCT/US14/23989 National Stage of PCT/US14/23989 National Stage of PCT/US14/23989 National Stage of PCT/US14/23989 National Stage of PCT/US14/23989 National Stage of PCT/US14/23989	3/12/2014	US CA DE PL ZA CN AU
14/774,361	Supported Sulfides for Mercury Capture	3/12/2014	US
PCT/US14/59383	Mercury Sorbent Material	10/7/2014	

Patent/Application No.	Title	Issue/Filing Date	Country
PCT/US15/14043	Flue-Gas Treatment Aid	2/2/2015	
62/093,499	Calcium Carboxylate Amended Mercury Sorbent	12/18/2014	
62/093,515	Adherent Pulverulent Sorbent Injection	12/18/2015	
62/100690	Expanded Mercury Sorbent Materials (0028)	2/2/2015	
62/208,178	Catalytic Dioxin Decomposition in Flue Gasses	8/21/2015	

EXHIBIT C

TRADEMARKS

Trademark Registration No.	Mark	Notes
4317424	INNOVATIVE SOLUTIONS FOR INDUSTRY	Word mark
4324699	NOVINDA	 Canada Australia
4324698	NOVINDA NOVINDA NOVINDA	Word mark Canada Australia
3825920		
3818888	AMENDED SILICATES	 AMENDED SILICATES