

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIRRUS, INC.		02/05/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK (AS SUCCESSOR IN INTEREST BY MERGER TO SQUARE 1 BANK)		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4894782		
Registration Number:	4877393	SIRRUS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/nicholasnance-tkf/		
DATE SIGNED:	03/28/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 5, 2015 by and between **SQUARE 1 BANK** (“**Bank**”) and **SIRRUS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, 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.

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:

Address of Grantor:

SIRRUS, INC.

422 Wards Corner Road

By: JK

Loveland, OH 45140

Name: Jeffrey Ulrich

Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: _____

Name: _____

Title: _____

SQUARE 1 BANK



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 of Grantor:

SIRRUS, INC.

422 Wards Corner Road

By: _____

Loveland, OH 45140

Name: _____

Title: _____

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: Patrick Cahill

Title: VP



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Synthesis of methylene malonates using rapid recovery in the presence of a heat transfer agent	8884051	11-11-2014
Synthesis of methylene malonates substantially free of impurities	8609885	12-17-2013
Synthesis of methylene malonates substantially free of impurities	14075334	11-8-2013
Multifunctional monomers, methods for making multifunctional monomers, polymerizable compositions and products formed therefrom	14352356	4-17-2014
Methylene beta-diketone monomers, methods for making methylene beta-diketone monomers, polymerizable compositions and products formed therefrom	14352369	4-17-2014
Methylene beta-ketoester monomers, methods for making methylene beta-ketoester monomers, polymerizable compositions and products formed therefrom	14352406	4-17-2014
Synthesis of methylene malonates using rapid recovery in the presence of a heat transfer agent	14536753	11-10-2014
Ink and coating formulations and polymerizable systems for producing the same	14388582	9-26-2014

Methods for activating polymerizable compositions, polymerizable systems, and products formed thereby	14388624	9-26-2014
Composite and laminate articles and polymerizable systems for producing the same	14388601	9-26-2014
Emulsion polymers formed from methylene malonate monomers, emulsion systems and emulsion products	61970776	3-26-2014
Wood putty and activator system	61982604	4-22-2014
Dual cure materials and methods for producing the same	62010091	6-10-2014
Stabilization of reactive monomers	61989987	5-7-2014
Improved diol process	62033273	8-5-2014
Solution polymers formed from methylene malonate monomers, solution polymerization, and solution polymer products	62047283	9-8-2014
Polymers obtained from 1, 1-Disubstituted alkaline monomers	62047328	9-8-2014
Synthesis of methylene malonic diacid and derivatives and uses thereof	62047301	9-8-2014
Synthesis of methylene malonic diacid and derivatives and uses thereof	62047826	9-9-2014

Three dimensional printing materials, printing systems, printing methods and articles formed thereby	61935104	2-3-2014
Method to obtain methylene malonate via bis(hydroxymethyl) malonate pathway	PCT/US2014/011068	1-10-2014
Plastics bonding systems and methods	PCT/US2013/070355	11-15-2013
Composite compositions for electronics applications	PCT/US2013/072203	11-27-2013
Optical material and articles formed therefrom	PCT/US2013/043711	5-31-2013
Optical material and articles formed therefrom	14404870	12-1-2014
Electroinitiated polymerization of compositions having a 1,1-disubstituted alken compound	9217098	12-22-2015
Emulsion polymers including one or more 1,1-disubstituted alkene compounds, emulsion methods, and polymer compositions	9249265	2-2-2016
Method to obtain methylene malonate via bis(hydroxymethyl) malonate pathway	9108914	8-18-2015
Ink coating formulations and polymerizable systems for producing the same	14835189	8-25-2015
Method to obtain methylene malonate via bis(hydroxymethyl) malonate pathway	14823581	8-11-2015

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Sirrus logo	85605545	4-23-2012
NEXABOND*	85933565	5-16-2013
(design only)	4894782	2-2-2016
SIRRUS	4877393	12-29-2015

*Registered by Bioformix, Inc., former name of Sirrus Inc.