

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircuity, Inc		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prides Crossing Capital Funding, L.P.		
Street Address:	701 Edgewater Drive		
Internal Address:	Suite 130		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3305126	OPTINET	
Registration Number:	3370960	MICRODUCT	
Registration Number:	3403963	OPTIMA	
Registration Number:	2832475	AIRCUITY	
CORRESPONDENCE DATA			
Fax Number:	6179464801		
<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:	617-946-4981		
Email:	mlalone@seyfarth.com		
Correspondent Name:	Matthew LaLone		
Address Line 1:	Two Seaport Lane, Suite 300		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	100231-5		
NAME OF SUBMITTER:	Matthew LaLone		
SIGNATURE:	/M. LaLone/		
DATE SIGNED:	04/04/2016		

CH \$115.00 3305126

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 31, 2016 (this “**Agreement**”), by and between **Aircuity, Inc.**, a Delaware corporation having a principal place of business located at 55 Chapel Street, Newton, Massachusetts 02459 (the “**Debtor**”) and Prides Crossing Capital Funding, L.P., a Delaware limited partnership located at 701 Edgewater Drive, Suite 130, Wakefield, MA 01880 (“**Lender**”).

RECITALS

A. The Debtor has entered into that certain Note Purchase Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the “**Purchase Agreement**”) with the Lender, pursuant to which the Lender has agreed to make a loan to the Debtor.

B. The Debtor has entered into an All Asset Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) with the Lender pursuant to which the Debtor has granted to the Lender and its successors and assigns, for its and their benefit, a first priority security interest in substantially all of the assets of the Debtor, including, without limitation, all now owned and hereafter acquired Intellectual Property Collateral (as defined below), to secure all of the obligations and liabilities (the “**Liabilities**”), all as more particularly set forth in the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties wish to further memorialize the grant to the Lender of a first priority security interest in and to the Intellectual Property Collateral (as defined below).

As security for the Liabilities of the Debtor to the Lender and pursuant to the Security Agreement, the Debtor does hereby grant, subject to the Permitted Liens, to the Lender and its successor and assigns, for its and their benefit, a continuing first priority security interest in all right, title and interest of the Debtor in, to and under the following, whether presently existing or hereafter created or acquired:

A. Patents.

(1) each patent and patent application, including, without limitation, each patent and application referred to in **Schedule 1**, annexed hereto, and all inventions or improvements therein, and in and to all letter patents of the U.S. and all foreign countries which may be granted on said inventions, or any divisionals, continuations, reissue or other applications based in whole or in part thereon;

(2) each patent license, including, without limitation, each patent license listed on **Schedule 1** annexed hereto, and any inventions or improvements later added to said license; and

(3) all products, proceeds and goodwill of, or associated with the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any issued or pending patent, including, without limitation, any issued patent or patent application referred to in *Schedule 1* annexed hereto, and all inventions or improvements therein and in and to letter patents of the U.S. and all foreign countries which may be granted on said inventions, or any divisionals, continuations, reissue or other applications based in whole or in part hereon, and any patent licensed under any patent license listed on in *Schedule 1* annexed hereto (items 1 through 3 being herein collectively referred to as the "*Patent Collateral*").

B. Trademarks and Service Marks

(1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in *Schedule 2* annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on *Schedule 2* annexed hereto, together with all goodwill associated therewith; and

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in *Schedule 2* annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in *Schedule 2* and any trademark or service mark licensed under any trademark license or service mark license listed on *Schedule 2* annexed hereto (items 1 through 3 being herein collectively referred to as the "*Trademark Collateral*").

C. Copyrights

(1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in *Schedule 3* annexed hereto, together with any and all goodwill associated therewith;

(2) each copyright license, including, without limitation, each copyright license listed on *Schedule 3* annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in *Schedule 3* annexed hereto, any copyright issued pursuant to a copyright application referred to in *Schedule 3* and any copyright licensed under any copyright license listed on *Schedule 3* annexed hereto (items 1 through 3 being herein collectively referred to as the "*Copyright Collateral*" and together with the Patent Collateral and the Trademark Collateral, the "*Intellectual Property Collateral*").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Lender pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature pages to follow]

SCHEDULE 1

Patents

See attached.

Matter ID	Jurisdiction	Title	Patent Filing Date	Patent Application Number	Patent Application Status	Patent Number	Issue Date
AIRCU-002BCH	Switzerland	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	1893970	7/27/2011
AIRCU-002BCN	China	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/30/2008	2006800000000	Issued	ZL 200680027980.8	2/6/2013
AIRCU-002BDE	Germany	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	6020060000000	7/27/2011
AIRCU-002BEP	Europe	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	1893970	7/27/2011
AIRCU-002BES	Spain	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	6784523	7/27/2011
AIRCU-002BFR	France	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	1893970	7/27/2011
AIRCU-002BGB	Great Britain	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	1893970	7/27/2011
AIRCU-002BJP	Japan	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	12/10/2007	2008-515761	Issued	4955667	3/23/2012

AIRCU-002BSE	Sweden	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	1/10/2008	6784523	Issued	1893970	7/27/2011
AIRCU-002BUS	USA	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	6/10/2005	11/149,941	Issued	7,360,461	4/22/2008
AIRCU-002BWO	National Stage	Air Monitoring System Having Tubing With An Electrically Conductive Inner Surface For Transporting Air Samples	6/1/2006	PCT/US2006/021218	Natl Stage		
AIRCU-002CUS	USA	Tubing For Transporting Air Samples In An Air Monitoring System	1/25/2007	11/627,093	Issued	7,389,704	6/24/2008
AIRCU-002PUS	USA	Tubing For Transporting Air Samples In An Air Monitoring System	9/23/2004	10/948,767	Issued	7,216,556	5/15/2007
AIRCU-002PWO	National Stage	Tubing For Transporting Air Samples In An Air Monitoring System	9/20/2005	PCT/US2005/033727	Natl Stage		
AIRCU-003ACN	China	Dynamic Control Of Dilution Ventilation In One-Pass, Critical Environments	10/31/2007	2.01E+11	Issued	ZL200680014875.0	10/16/2010
AIRCU-003AEP	Europe	Dynamic Control Of Dilution Ventilation In One-Pass, Critical Environments	3/10/2006	6737726.7	Pending		
AIRCU-003AJP	Japan	Dynamic Control Of Dilution Ventilation In One-Pass, Critical Environments	9/7/2007	2008-500962	Issued	4989622	5/11/2012
AIRCU-003AUS	USA	Multipoint Air Sampling System Having Common Sensors To Provide Blended Air Quality Parameter Information For Monitoring And Building Control	3/10/2006	11/373,033	Issued	8,147,302	4/3/2012
AIRCU-003AWO	National Stage	Dynamic Control Of Dilution Ventilation In One-Pass, Critical Environments	3/10/2006	PCT/US2006/008575	Natl Stage		

AIRCU-003BCA	Canada	Multipoint Air Sampling System Having Common Sensors Providing Blended Air Quality Parameter Information For Monitoring And Building Control	9/6/2007	2,600,529	Issued	2,600,529	8/7/2012
AIRCU-003BCN	China	Multipoint Air Sampling System Having Common Sensors To Provide Blended Air Quality Parameter Information For Monitoring And Building Control	10/30/2007	2006800000000	Issued	ZL200680014430.2	5/16/2012
AIRCU-003BEP	Europe	Multipoint Air Sampling System Having Common Sensors Providing Blended Air Quality Parameter Information For Monitoring And Building Control	3/10/2006	6738073.3	Pending		
AIRCU-003BWO	National Stage	Multipoint Air Sampling System Having Common Sensors Providing Blended Air Quality Parameter Information For Monitoring And Building Control	3/10/2006	PCT/US2006/008967	Natl Stage		
AIRCU-003PUSP		Multipoint Air Sampling System Having Common Sensors Providing Information To Control Aspects Of A Building's Environment	3/10/2005	60/660,245	PCT Filed		
AIRCU-004AUS	USA	Methods And Apparatus For Differential Energy Based Airside Economizer Changeover	4/7/2014	14/246,308	Issued	8,930,029	1/6/2015
AIRCU-004PCA	Canada	Methods And Apparatus For Differential Energy Based Airside Economizer Changeover	11/15/2013	2,836,461	Allowed		
AIRCU-004PEP	Europe	Methods And Apparatus For Differential Energy Based Airside Economizer Changeover	12/5/2013	12723351.8	Pending		

AIRCU-004PUS	USA	Methods And Apparatus For Differential Energy Based Airside Economizer Changeover	7/8/2011	13/178,600	Issued	8,725,300	5/13/2014
AIRCU-004PWO	National Stage	Methods And Apparatus For Differential Energy Based Airside Economizer Changeover	5/17/2012	PCT/US2012/038322	Natl Stage		
AIRCU-005AUS	USA	Method Of Making Comparisons Of Indoor Air Quality Scores	3/28/2006	11/391,105	Issued	7,389,158	6/17/2008
AIRCU-005PEP	Europe	Air Quality Monitoring Systems And Methods Using Expert Systems	2/7/2002	2713555.7	Issued	1390742	11/7/2007
AIRCU-005PGB	Great Britain	Air Quality Monitoring Systems And Methods Using Expert Systems	2/7/2002	2713555.7	Issued	1390742	11/7/2007
AIRCU-005PUS	USA	Air Quality Monitoring Systems And Methods	2/7/2001	09/779,379	Issued	7,302,313	11/27/2007
AIRCU-005PWO	National Stage	Air Quality Monitoring Systems And Methods Using Expert Systems	2/7/2002	PCT/US2002/003689	Natl Stage		
AIRCU-006AUS	USA	Networked Air Measurement System	10/3/2000	09/677,917	Issued	6,425,297	7/30/2002
AIRCU-006PCH	Switzerland	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002
AIRCU-006PCN	China	Networked Air Measurement System	12/10/1999	98806068	Issued	ZL98806068.X	11/19/2003
AIRCU-006PDE	Germany	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002
AIRCU-006PEP	Europe	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002
AIRCU-006PFR	France	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002
AIRCU-006PGB	Great Britain	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002
AIRCU-006PHK	Hong Kong	Networked Air Measurement System	5/25/2000	103119	Issued	HK1024054	11/1/2002
AIRCU-006PJP	Japan	Networked Air Measurement System	10/14/1999	544289/98	Issued	3676826	5/13/2005
AIRCU-006PSE	Sweden	Networked Air Measurement System	4/15/1998	98918300.9	Issued	975948	8/7/2002

AIRCU-006PUS	USA	Networked Air Measurement System	4/15/1997	08/843,413	Issued	6,125,710	10/3/2000
AIRCU-006PWO	National Stage	Networked Air Measurement System	4/15/1998	PCT/US1998/007670	Natl Stage		
AIRCU-007AUS	USA	Duct Probe Assembly System For Multipoint Air Sampling	5/30/2007	11/755,040	Issued	7,415,901	8/26/2008
AIRCU-007PUS	USA	Duct Probe Assembly System For Multipoint Air Sampling	12/20/2005	11/312,164	Issued	7,421,911	9/9/2008
AIRCU-008AUS	USA	Methods And Apparatus For Indoor Air Contaminant Monitoring	7/14/2015	14/798,943	Pending		
AIRCU-008PCN	China	Methods And Apparatus For Indoor Air Contaminant Monitoring	9/14/2015	201480000000	Pending		
AIRCU-008PEP	Europe	Methods And Apparatus For Indoor Air Contaminant Monitoring	9/21/2015	14704256.8	Pending		
AIRCU-008PUS	USA	Methods And Apparatus For Indoor Air Contaminant Monitoring	3/15/2013	13/834,719	Issued	9,109,981 B2	8/18/2015
AIRCU-008PWO	National Stage	Methods And Apparatus For Indoor Air Contaminant Monitoring	1/30/2014	PCT/US2014/013708	Natl Stage		
AIRCU-009PUS	USA	Air Sampling System Providing Compound Discrimination Via Comparative PID Approach	6/28/2013	13/930,017	Pending		

SCHEDULE 2

Trademarks

See attached.

Matter ID	Jurisdiction	Title	Patent Filing Date	Patent Application Number	Patent Application Status	Patent Number	Issue Date
AIRCU-002TUS	Registered Trademark	OPTINET	3/27/2006	76/657,487	Registered	3,305,126	10/9/2007
AIRCU-003TUS	Registered Trademark	MICRODUCT	3/27/2006	76/657,488	Registered	3,370,960	1/15/2008
AIRCU-004TUS	Registered Trademark	OPTIMA	3/27/2006	76/657,491	Registered	3,403,963	4/1/2008
AIRCU-005TUS	Registered Trademark	AIRCURITY	5/14/2001	76/256,825	Registered	2,832,475	4/13/2004

SCHEDULE 3

Copyrights

None.