

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OASYS WATER, INC.		10/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 GROVE STREET		
Internal Address:	SUITE 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4183792	OASYS	
Registration Number:	4183793	OASYS WATER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 VERMONT AVENUE, NW #1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F165906		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	10/11/2016		
Total Attachments: 9			
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page1.tif			
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page2.tif			

OP \$65.00 4183792

source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page3.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page4.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page5.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page6.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page7.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page8.tif
source=Closing Copy - Intellectual Property Security Agreement (1st Amendment)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 6, 2016, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **OASYS WATER, INC.**, a Delaware corporation whose address is 7 Tide Street, Unit 2, Boston, Massachusetts 02210 (“**Grantor**”).

RECITALS

A. Bank has agreed to extend certain financial accommodations to Grantor (the “**Loan**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of May 16, 2014 by and between Borrower and Bank, as amended by that certain First Amendment to Loan and Security Agreement dated as of the date hereof (as modified and in effect from time to time, the “**Loan Agreement**”). *All capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Loan Agreement.*

B. Bank is willing to make certain modifications of the Loan 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.

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.

AGREEMENT

1. **Grant of Security Interest.** To secure Grantor’s obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof owned by Grantor, 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 copyright registrations 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 owned by Grantor now or hereafter existing, created, acquired or held;

(c) Any and all design rights owned by Grantor that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections owned by Grantor 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 (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights owned by Grantor, 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 trademark applications and trademark registrations set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips owned by Grantor, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D 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, in each case, 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. Recordation. 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. Loan Documents. 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.

4. Execution in Counterparts. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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:

OASYS WATER, INC.

By: James V. Matheson

Name: JAMES V. MATHESON

Title: PRESIDENT & CEO

BANK:

SILICON VALLEY BANK

By: Jocelyn Kacmar

Name: Jocelyn Kacmar

Title: VP

EXHIBIT A

Copyright Registrations

NONE

EXHIBIT B

Patents

Serial No.	Patent No.	Title	Owner
12/862584	8,181,794	FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
13/448962	8,460,554	FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
12/630816	8,795,525	UTILITY SCALE OSMOTIC GRID STORAGE	OASYS WATER, INC.
13/454499	9,039,899	OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
13/238789	9,044,711	OSMOTICALLY DRIVEN MEMBRANE PROCESSES AND SYSTEMS AND METHODS FOR DRAW SOLUTE RECOVERY	OASYS WATER, INC.
13/251945	9,186,627	THIN FILM COMPOSITE HEAT EXCHANGERS	OASYS WATER, INC.
13/504044	9,248,405	FORWARD OSMOSIS SEPARATION PROCESSES	OASYS WATER, INC.
13/504049	9,266,065	OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
13/797,166		FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
15/196,680		FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
14/173,541		OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
14/173,553		OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
14/204,433		MEMBRANE MODULES	OASYS WATER, INC.
14/236,552		SYSTEMS AND METHODS FOR IMPROVING FLUX IN OSMOTICALLY DRIVEN MEMBRANE SYSTEMS	OASYS WATER, INC.
14/238,093		MEMBRANE MODULES	OASYS WATER, INC.
14/440,244		DRAW SOLUTIONS AND	OASYS WATER, INC.

Serial No.	Patent No.	Title	Owner
		DRAW SOLUTE RECOVERY FOR OSMOTICALLY DRIVEN MEMBRANE PROCESSES	
14/547,299		SYSTEMS AND METHODS FOR REPAIRING MEMBRANES AND IMPROVING PERFORMANCE OF OSMOTICALLY DRIVEN MEMBRANE SYSTEMS	OASYS WATER, INC.
14/767,230		RENEWABLE DESALINATION OF BRINES	OASYS WATER, INC.
15/040,552		SYSTEMS AND METHODS FOR IMPROVING PERFORMANCE OF OSMOTICALLY DRIVEN MEMBRANE SYSTEMS	OASYS WATER, INC.
14/695,983		OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
14/695,974		OSMOTICALLY DRIVEN MEMBRANE PROCESSES AND SYSTEMS AND METHODS FOR DRAW SOLUTE RECOVERY	OASYS WATER, INC.
14/996,867		OSMOTIC SEPARATION SYSTEMS AND METHODS	OASYS WATER, INC.
14/996,860		FORWARD OSMOSIS SEPARATION PROCESSES	OASYS WATER, INC.
62/306,503		MEMBRANES WITH ALTERNATIVE SELECTIVE LAYERS	OASYS WATER, INC.
62/384,376		MEMBRANES WITH ALTERNATIVE SELECTIVE LAYERS	OASYS WATER, INC.
62/255,972		MEMBRANES WITH ALTERNATIVE LAYERS	OASYS WATER, INC.
62/259,601		MEMBRANES WITH ALTERNATIVE LAYERS	OASYS WATER, INC.

Serial No.	Patent No.	Title	Owner
62/259,603		MEMBRANES WITH ALTERNATIVE LAYERS	OASYS WATER, INC.
62/384,549		SUPPORT LAYERS FOR FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
62/300,219		SUPPORT LAYERS FOR FORWARD OSMOSIS MEMBRANES	OASYS WATER, INC.
62/400, 198		OSMOTICALLY DRIVEN MEMBRANE PROCESSES AND SYSTEMS AND METHODS FOR DRAW SOLUTE RECOVERY	OASYS WATER, INC.
62/371,122		SYSTEMS AND METHODS FOR IMPROVING PERFORMANCE OF FORWARD OSMOSIS SYSTEMS	OASYS WATER, INC.
62/400,196		OSMOTICALLY DRIVEN MEMBRANE PROCESSES AND SYSTEMS AND METHODS FOR DRAW SOLUTE RECOVERY	OASYS WATER, INC.

EXHIBIT C

Trademark Applications and Trademark Registrations

Serial No.	Registration No.	Word Mark	Owner
85098172	4183792	OASYS	OASYS WATER, INC.
85098174	4183793	OASYS WATER	OASYS WATER, INC.

EXHIBIT D

Mask Works