

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401617

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Intellectual Property Security Agreement |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>    |
| OASYS WATER, INC.   |  | 10/06/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | TRINITY CAPITAL FUND II, L.P.            |                       |                       |
| <b>Street Address:</b>  | 2121 West Chandler Boulevard, Suite 103  |                       |                       |
| <b>City:</b>  | Chandler,                                |                       |                       |
| <b>State/Country:</b>   | ARIZONA                                  |                       |                       |
| <b>Postal Code:</b>   | 85224                                    |                       |                       |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE            |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4183792                                  | OASYS                 |                       |
| <b>Registration Number:</b>   | 4183793                                  | OASYS WATER           |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 7147558290                               |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 714-540-1235                             |                       |                       |
| <b>Email:</b>   | ipdocket@lw.com                          |                       |                       |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP                     |                       |                       |
| <b>Address Line 1:</b>  | 650 Town Center Drive, Suite 2000        |                       |                       |
| <b>Address Line 4:</b>  | Costa Mesa, CALIFORNIA 92626             |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 058488-0008                              |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Anna T Kwan                              |                       |                       |
| <b>SIGNATURE:</b>   | /atk/                                    |                       |                       |
| <b>DATE SIGNED:</b>   | 10/11/2016                               |                       |                       |
| <b>Total Attachments: 10</b>  |  |                       |                       |
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EXECUTION(71053078\_6\_US-DOCS)#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of October 6, 2016, by and between **TRINITY CAPITAL FUND II, L.P.**, a Delaware limited partnership with its principal office at 2121 West Chandler Boulevard, Suite 103, Chandler, Arizona 85224 ("**Lender**") and **OASYS WATER, INC.**, a Delaware corporation whose address is 21 Drydock Avenue, Boston, Massachusetts 02210 ("**Grantor**").

### RECITALS

A. Lender has agreed to extend certain financial accommodations to Grantor (the "**Loan**") in the amounts and manner set forth in that certain Master Loan and Security Agreement dated as of May 16, 2014 by and between Borrower and Lender, as amended by that certain First Amendment to Master Loan and Security Agreement and Promissory Note No. 1-1 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. Lender is willing to make certain modifications of the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender, Grantor grants and pledges to Lender 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 Lender.

**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 Lender 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 shall be governed by and construed in accordance with the laws of the state of Arizona.

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. Maxwell*

Name: James V. Maxwell

Title: President & CEO

LENDER:

TRINITY CAPITAL FUND II, L.P.

By: .....

Name: .....

Title: .....

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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

**TRINITY CAPITAL FUND II, L.P.**

By: Alex Erhart \_\_\_\_\_

Name: Alex Erhart \_\_\_\_\_

Title: Managing Partner \_\_\_\_\_

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 DRAW SOLUTE   | OASYS WATER, INC. |



| Serial No. | Patent No. | Title  | Owner             |
|------------|------------|--|-------------------|
|            |            | 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. |
| 62/259,603 |            | MEMBRANES WITH ALTERNATIVE LAYERS  | OASYS WATER, INC. |

| Serial No.  | Patent No. | Title  | Owner             |
|-------------|------------|--|-------------------|
| 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