

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACLIMA, INC.		03/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5060192	ACLIMA	
Registration Number:	5032285	ACLIMA	
Serial Number:	87212187	ACLIMA EI	
Serial Number:	87212182	ACLIMA EI	
Serial Number:	87314157	ACLIMA ENVIRONMENTAL INTELLIGENCE	
Serial Number:	87314156	ACLIMA ENVIRONMENTAL INTELLIGENCE	
Serial Number:	86490321	ACLIMA	
Serial Number:	86490317	LIVE AWARE	
Serial Number:	86490310	LIVE AWARE	
Serial Number:	86490318	SENSORY SCIENCE	
Serial Number:	86490308	SENSORY SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		

OP \$290.00 5060192

TRADEMARK

NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb1068/
DATE SIGNED:	03/23/2017
Total Attachments: 9 source=SVB_Aclima_IPSA_03-22-2017#page1.tif source=SVB_Aclima_IPSA_03-22-2017#page2.tif source=SVB_Aclima_IPSA_03-22-2017#page3.tif source=SVB_Aclima_IPSA_03-22-2017#page4.tif source=SVB_Aclima_IPSA_03-22-2017#page5.tif source=SVB_Aclima_IPSA_03-22-2017#page6.tif source=SVB_Aclima_IPSA_03-22-2017#page7.tif source=SVB_Aclima_IPSA_03-22-2017#page8.tif source=SVB_Aclima_IPSA_03-22-2017#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and ACLIMA, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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). Bank is willing to make the Loans 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 of Grantor under the Loan Agreement at all times prior to Grantor achieving the Amortization Milestone.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. 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 (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, 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 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 now or hereafter existing, created, acquired or held;

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

(d) All patents, patent applications and like protections 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, 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 set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, 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 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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. Notwithstanding anything to the contrary herein, the liens, security interests, rights and remedies of Bank with respect to the Intellectual Property Collateral shall terminate immediately upon Grantor achieving the Amortization Milestone, in accordance with the terms of the Loan Agreement. Promptly upon Grantor’s notification to Bank after Grantor has achieved the Amortization Milestone, Bank agrees to terminate or amend any filing or recordation made in connection with Bank’s lien or security interest on the Intellectual Property Collateral pursuant to the terms hereof, and Bank

further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release with respect to the security interest in the Intellectual Property Collateral.

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

[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:

ACLIMA, INC.

DocuSigned by:

91F1C3E7A80642F

By: Davida Herzl

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:

2225FC47BA534E0

By: Lafe Vittitoe

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CALIBRATION METHOD FOR DISTRIBUTED SENSOR SYSTEM	9291608 20140278186 13800199	03/22/2016 09/18/2014 03/13/2013
DISTRIBUTED SENSOR SYSTEM WITH REMOTE SENSOR NODES AND CENTRALIZED DATA PROCESSING	9297748 20140278144 13800172	03/29/2016 09/18/2014 03/13/2013
AIR QUALITY SENSING DEVICE	D716674 29455590	11/04/2014 05/22/2013
COMPONENT OF AN AIR QUALITY SENSING DEVICE	D716675 29455610	11/04/2014 05/22/2013
HOUSING FOR AN AIR QUALITY SENSING DEVICE	D717182 29455609	11/11/2014 05/22/2013
SENSOR MODULE FOR AN AIR QUALITY SENSING DEVICE	D717183 29455612	11/11/2014 05/22/2013
SENSOR DATA PROCESSING IN A DISTRIBUTED SENSOR SYSTEM	US20160370338 14746400	12/22/2016 06/22/2015
DISTRIBUTED SENSOR SYSTEM WITH REMOTE SENSOR NODES AND CENTRALIZED DATA PROCESSING	US20160266081 15044929	09/15/2016 02/16/2016
DISTRIBUTED SENSOR SYSTEM WITH REMOTE SENSOR NODES AND CENTRALIZED DATA PROCESSING	US2014022766	03/10/2014
DISTRIBUTED SENSOR DATA COLLECTION AND PROCESSING	14139766	12/22/2013

METHOD TO COMBINE PARTIALLY AGGREGATED SENSOR DATA IN A DISTRIBUTED SENSOR SYSTEM	14139769	12/23/2013
METHOD TO QUERY SENSOR DATA IN A DISTRIBUTED SENSOR SYSTEM	14139771	12/23/2013
SENSOR DATA PROCESSING IN A DISTRIBUTED SENSOR SYSTEM	20160370338 14746400	12/22/2016 06/22/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACLIMA EI	87212187	10/21/2016
ACLIMA EI	87212182	10/21/2016
ACLIMA ENVIRONMENTAL INTELLIGENCE	87314157	01/26/2017
ACLIMA ENVIRONMENTAL INTELLIGENCE	87314156	01/26/2017
ACLIMA	86490321	12/24/2014
LIVE AWARE	86490317	12/24/2014
LIVE AWARE	86490310	12/24/2014
ACLIMA	5060192 86490320	10/11/2016 12/24/2015
ACLIMA	5032285 86161926	08/30/2016 01/09/2014
SENSORY SCIENCE	86490318	12/24/2014
SENSORY SCIENCE	86490308	12/24/2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE