

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Aerogel Corporation		07/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BAMCG BRIDGE PARTNERS LP		
Street Address:	13800 Senlac Drive, Suite 200		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2882812	AEROBLACK	
Registration Number:	3739324	AEROCORE	
Registration Number:	5041027	AEROLOOP	
Serial Number:	78051843	AEROBLACK	
Serial Number:	87078098	AEROLITE	
Serial Number:	86907132	AEROCASE	
Serial Number:	86907133	AEROSAFE	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	2149994487		
Email:	ip@gardere.com		
Correspondent Name:	Gardere Wynne Sewell LLP/Jason R. Fulmer		
Address Line 1:	2021 McKinney Ave., Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Jason R. Fulmer		
SIGNATURE:	/Jason R. Fulmer/		
DATE SIGNED:	07/31/2017		

OP \$190.00 2882812

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") dated as of July 12, 2017, is by **AMERICAN AEROGEL CORPORATION**, a Delaware corporation ("Grantor") with a mailing address at 460 Buffalo Road, Suite #200, Rochester, NY 14611, in favor of **BAMCG BRIDGE PARTNERS LP**, a Texas limited partnership ("Secured Party"), with offices at 13800 Senlac Drive, Suite 200, Farmers Branch, TX 75234.

RECITALS

WHEREAS, Grantor and Secured Party are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time, the "Agreement") (capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement).

WHEREAS, pursuant to the terms of the Agreement, Grantor has granted to Secured Party a security interest in, among other things, all of Grantor's right, title and interest in and to Grantor's trademarks, including without limitation those trademarks filed in the United States Patent and Trademark Office set forth in Schedule I attached hereto.

WHEREAS, it is the purpose of this Agreement to memorialize the grant of the security interest in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth hereafter, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Secured Party, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark applications, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark licenses under any right in Intellectual Property; and
- (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark license under any right in Trademark Collateral, or (ii) injury to the goodwill associated with any trademark or any trademark license under any right in Trademark Collateral.

2. Security for Obligations. This Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness (as defined in the Loan Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

3. Security Agreement. The security interests granted pursuant to this Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

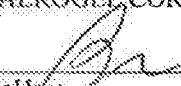
4. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed by their duly authorized officers as of the date first written above.

GRANTOR:

AMERICAN AEROGEL CORPORATION

By: 
Name: Jay McHarg
Title: Chief Executive Officer

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARKS APPLICATIONS

MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE	STATUS
AEROBLACK	78051849	2882812	03-07-2001	09-07-2004	Canceled
AEROBLACK	78051843	N/A	03-07-2001	N/A	Abandoned
AEROCORE	77754115	3739324	06-08-2009	01-19-2010	Registered
AEROLITE	87078098	N/A	06-21-2016	N/A	Pending Application
AEROLOOP	86900192	5041027	02-08-2016	09-13-2016	Registered
AEROCASE	86907132	N/A	02-13-2016	N/A	Abandoned
AEROSAFE	86907133	N/A	02-13-2016	N/A	Pending Application