

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest at 5775/0058		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/09/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Avanti Holdings LLC		
Street Address:	26 Southwood Drive		
City:	Southborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01772		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4837705	ECOVENT	
Registration Number:	4974148	E	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6658		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	John V. Hobgood, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2214196121		
NAME OF SUBMITTER:	John V. Hobgood		
SIGNATURE:	/john v. hobgood/		
DATE SIGNED:	10/18/2017		
Total Attachments: 5			
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

WITNESSETH:

WHEREAS, reference is made to (i) that certain Loan and Security Agreement, dated as of December 31, 2015 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Loan and Security Agreement”), by and between Ecovent Corp. (the “Grantor”) and Silicon Valley Bank (the “Bank”) and (ii) certain Intellectual Property Security Agreement dated as of April 20, 2016 by and between the Borrower and the Bank, which was recorded with the U.S. Patent and Trademark Office on April 21, 2016, at Reel 5775, Frame 0058 (iii) certain Intellectual Property Security Agreement dated as of April 20, 2016 by and between the Borrower and the Bank, which was recorded with the U.S. Patent and Trademark Office on May 13, 2016, at Reel 038695, Frame 0983 (as amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the “Existing Intellectual Property Security Agreement” and, together with the Loan and Security Agreement, the “Existing Agreements”). Unless otherwise defined herein, terms used herein have the meanings provided in the Existing Agreements.

WHEREAS, pursuant to the Existing Agreements, the Grantor granted to the Bank a security interest in, among other things, the Trademark and Trademark applications and Patent and Patent applications (as defined herein).

WHEREAS, effective as of the date hereof, **AVANTI HOLDINGS LLC** (“Assignee”), has been assigned the Bank’s security interests in the Intellectual Property Collateral WITHOUT RECOURSE, on an AS IS, WHERE IS, WITH ALL FAULTS basis.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby transfers, conveys, assigns, and delivers to Assignee WITHOUT RECOURSE, on an AS IS, WHERE IS, WITH ALL FAULTS basis, any lien and security interest which was granted to the Bank pursuant to the Existing Agreements in all Intellectual Property Collateral identified in Schedule A attached hereto.

Bank hereby authorizes Assignee and its designees, including Grantor or Grantor’s authorized representative, at Assignee’s sole cost and expense, to record this Assignment with the United States Patent and Trademark Office. Grantor hereby agrees to provide and/or execute any and all additional documents, instruments, and agreements as may be reasonably requested by Bank or Assignee in connection herewith.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN TESTIMONY WHEREOF, the undersigned has hereunto signed on the date set forth below.

SILICON VALLEY BANK, as Bank

By:

Name:

Title:




Mark Rosshirt

Vice President

Acknowledged and Accepted by:

GRANTOR:

ECOVENT CORP.

By: 
Name: Barry Kallander
Title: President

Acknowledged and Accepted by:

AVANTI HOLDINGS, LLC, as Assignee

By: Bhaskar Ch Panigrahi

Name: Bhaskar Panigrahi

Title: MANAGER

SCHEDULE A

Trademarks:

Country:	Description	Registration/Application Number	Registration/Application Date
United States	Ecovent	4837705	10/20/2015
United States	(design)	86/493419	12/31/2014
Canada	Ecovent	1693336	9/11/2014
Canada	(design)	1726189	4/30/2015

Patents:

Country:	Description	Registration/Application Number	Registration/Application Date
United States	Method of and System for Automatically Adjusting Airflow	14/264277	4/29/2014
United States	Method of and System for Automatically Adjusting Airflow and Sensors For Use Therewith	14/264161	4/29/2014
United States	Method of and System for Automatically Adjusting Airflow and Sensors For Use Therewith	PCT/US14/65011	11/11/2014
United States	Vent	29/542002	10/9/2015
United States	Control Hub	29/542005	10/9/2015
United States	Vent	29/542004	10/9/2015
United States	Room Sensor	29/542011	10/9/2015
United States	Vent	29/542003	10/9/2015
United States	Method of and System for Automatically Adjusting Airflow and Sensors For Use Therewith	62/239414	10/9/2015
United States	Method of and System for Determination of Measured Parameter Gradients For Environmental System Control	15/018250	2/8/2016