

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458113

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900431966		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRCUITY, INC.		06/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3403963	OPTIMA	
Registration Number:	3370960	MICRODUCT	
Registration Number:	3305126	OPTINET	
Registration Number:	2832475	AIRCUITY	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-JLT/		
DATE SIGNED:	01/16/2018		

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 29, 2016 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **AIRCUIITY, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Financing Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement"; capitalized terms used herein are used as defined in the Financing Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Financing Agreement.

C. Pursuant to the terms of the Financing 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 Financing Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Financing Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Financing Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement and any other agreement, instrument or document entered into by Bank and Grantor in connection with the Financing Agreement (the "Financing Documents"), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided

for herein or in the Financing Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Financing Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Address of Grantor:

AIRCUTY, INC.

55 Chapel Street
Newton, MA 02458

By: 

Name: ROBERT E. BRIENEY

Title: PRESIDENT

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: MIKE HENDY

Title: PORTFOLIO MANAGER

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B**PATENTS**

Description	Application Number OR Patent Number	Application OR Filing Date
Methods and apparatus for indoor air contaminant monitoring	9109981	03/15/2103
Methods and apparatus for differential energy based airside economizer changeover	8930029	04/07/2014
Methods and apparatus for differential energy based airside economizer changeover	8725300	07/08/2011
Multipoint air sampling system having common sensors to provide blended air quality parameter information for monitoring and building control	8147302	03/10/2006
Duct probe assembly system for multipoint air sampling	7415901	05/30/2007
Tubing for transporting air samples in an air monitoring system	7389704	01/25/2007
Method of making comparisons of indoor air quality scores	7389158	06/17/2008
Air monitoring system having tubing with an electrically conductive inner surface for transporting air samples	7360461	06/10/2005
Air quality monitoring systems and methods	7302313	02/07/2001

Tubing for transporting air samples in an air monitoring system	7216556	05/15/2007
Networked air measurement system	6425297	07/30/2002
Networked photonic signal distribution system	6252689	04/10/1998
Methods and apparatus for indoor air contaminant monitoring	20150323427	11/12/2015
Air sampling system providing compound discrimination via comparative PID approach	20150004898	01/01/2015
Methods and apparatus for indoor air contaminant monitoring	20140260692	09/18/2014
Methods and apparatus for differential energy based airside economizer changeover	20140216707	08/07/2014
Methods and apparatus for differential energy based airside economizer changeover	20130013117	01/10/2013

EXHIBIT C
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
OPTIMA	3403963	04/01/2008
MICROPRODUCT	3370960	01/15/2008
OPTINENT	3305126	10/09/2007
AIRCUITY	2832475	04/13/2004