

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500152

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|---|--|--------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NANO-C, INC. | | 11/30/2018 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | MASSACHUSETTS DEVELOPMENT FINANCE AGENCY | | |
| Street Address: | 99 High Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | State Agency: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2954409 | INVISICON | |
| Registration Number: | 5165648 | MATERIALS THAT POWER OUR WORLD | |
| Registration Number: | 5175534 | | |
| Registration Number: | 5235382 | NANO-C | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6176462222 | | |
| <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: | 6176462022 | | |
| Email: | corporateparalegal@sherin.com | | |
| Correspondent Name: | Sarah Mackin, Senior Corporate Paralegal | | |
| Address Line 1: | Sherin and Lodgen LLP, 101 Federal St | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Tyler N. Ballew | | |
| SIGNATURE: | /s/Tyler N. Ballew | | |
| DATE SIGNED: | 11/30/2018 | | |
| Total Attachments: 21 | | | |
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SECURITY AGREEMENT

1. **Parties.** This Security Agreement (this "**Agreement**") is made as of November 20, 2018, between **NANO-C, INC.**, a Delaware corporation with its chief executive office, mailing address, and principal place of business at 33 Southwest Park, Westwood, Massachusetts 02090 (herein called "**Borrower**"), and **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G as amended (herein called "**MassDevelopment**"). Capitalized terms not defined herein shall have the meaning given to them in a certain Loan Agreement of even date herewith between the parties (the "**Loan Agreement**").

2. Security Interest.

(a) Borrower hereby grants to MassDevelopment, to the extent it is permitted to do so under applicable law, a continuing and exclusive first priority security interest in all of Borrower's accounts, equipment, inventory, fixtures, general intangibles, chattel paper, instruments, documents, goods, deposit accounts, investment property, letters of credit and letter-of-credit rights, supporting obligations, insurance proceeds, and property in MassDevelopment's control or possession, software, books and records, all attachments, replacements, substitutions, and the proceeds of all the foregoing (collectively, the "**Collateral**"). The Collateral shall also include any item of Intellectual Property, as such term is defined in the Negative Pledge Agreement. Notwithstanding the foregoing, the Collateral shall not include (i) any non-assignable licenses or contracts which by their terms require the consent of the licensor or other counterparty, (ii) any property to the extent that, and for so long as, such grant of a security interest is prohibited by any applicable law, (iii) cash or cash equivalents securing the Lease or securing letters of credit entered into in the ordinary course of business, or (v) leased personal property.

(b) The Collateral shall secure prompt, punctual and faithful observance, payment and performance of each and every obligation, covenant and agreement of Borrower under the Loan Documents, but not limited to, payment of all amounts due from time to time under the Note. Upon payment in full of the Note, MassDevelopment shall take reasonable steps to evidence the termination of its security interest in the Collateral.

3. **Location of Collateral.** The Collateral (other than accounts, proceeds, investments, general intangibles, letters of credit and letter-of-credit rights, software, equipment in transit or mobile equipment such as laptop computers in the possession of Borrower's employees or agents) shall be kept and used by the Borrower solely at the Borrower's headquarters and principal place of business located at 33 Southwest Park, Westwood, MA. (the "**Premises**"), and the Borrower shall not remove the Collateral (other than accounts, proceeds, investments, general intangibles, letters of credit and letter-of-credit rights, software, equipment in transit or mobile equipment such as laptop computers in the possession of Borrower's employees or agents), or any material part thereof, from the Premises without the prior written consent of MassDevelopment. In addition, Borrower shall cause any Collateral that leaves the Premises for

purposes other than repair, replacement, or in the case of inventory, the sale of such inventory in the ordinary course of Borrower's business, to be specifically identified as Borrower's property;

4. **After-Acquired Property.** All replacements of and renewals to the Collateral shall become and be immediately subject to the security interest provided herein and be covered thereby. Borrower warrants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto will be, free and clear of liens, encumbrances or security interests of others, except for Permitted Liens and except for security interests junior in priority to the interest created by this Agreement and to which MassDevelopment, at its option and in its sole and absolute discretion, exercised reasonably, shall consent.

5. **Remedies of MassDevelopment.**

(a) In the case of (i) an Event of Default under any Loan Document, not remedied within the applicable grace or cure period (except that where, for any of the foregoing, a period of grace is specifically otherwise provided or negated, such specific periods of time or negation shall govern in each case), MassDevelopment shall have all of the rights and remedies of a secured party under the UCC, including without limitation the right to enter into and upon the Premises and any other place where the Collateral may be, and to retake the same in order to foreclose upon it in any manner permitted by applicable law.

(b) In addition to the foregoing, and in addition to any remedies available to MassDevelopment under the Note or the Loan Agreement, if there shall be any breach of any of the representations or warranties contained in the Loan Agreement or if, in any respect other than the filing of a governmental lien, there shall be any breach of any conditions or covenants of this Agreement continuing for more than thirty (30) days after the giving of notice by MassDevelopment or an Event of Default under the Note continuing beyond any applicable grace periods (except that where, for any of the foregoing, a period of grace is specifically otherwise provided or negated, such specific periods of time or negation shall govern in each case), or if there occurs any default under any prior or subordinate security interest covering Borrower's leasehold interest in the Premises, or under any note or other obligation in excess of \$25,000 secured thereby, which default results in the acceleration of the indebtedness secured thereby, or if there shall occur the commencement of foreclosure or other enforcement proceedings under any prior or subordinate security interest covering any other asset of Borrower or Borrower's leasehold interest in the Premises, or under any note or other obligation secured thereby, then MassDevelopment, in addition to, and not in limitation of, any and all other rights or remedies available to it by law or by any other provision of any of the instruments given to secure the Note, shall have the right, during the continuance of the default beyond any applicable grace period:

(i) to enter upon the Premises and take possession of the Collateral, or any part thereof; and to perform any acts MassDevelopment shall reasonably deem necessary or proper to conserve the Collateral, to cure any default of the Borrower under the Lease, and to manage and operate the Collateral, to collect and receive all rents, revenues, income, issues and profits from the Collateral, past-due and thereafter accruing, and to exercise all other rights of the Borrower with respect to the Collateral;

(ii) to have a receiver appointed to enter and take possession of the Collateral, or any part thereof, and to perform any acts said receiver shall deem necessary or proper to conserve the Collateral (including, without limitation, the making of repairs, replacements and alterations), to maintain the Lease in good standing without uncured defaults, to manage and operate the Collateral, to collect and receive all rents, revenues, income, issues and profits from the Collateral, past-due and thereafter accruing, and to exercise all other rights of the Borrower with respect to the Collateral;

(iii) to declare the entire indebtedness of the Borrower under the Note forthwith due and payable;

(iv) to sell the Collateral at public auction on such terms and conditions as MassDevelopment shall determine, having first given such notice, prior to the sale, of the time and place of sale and terms and conditions of sale by publication in one (1) or more newspapers having a general circulation in the municipality in which the Premises, or part thereof, is located, all subject, however, to the requirements of this Agreement and applicable law; or to foreclose on the Collateral in any other manner permitted by law; and

(v) to obtain judgment and execution for the indebtedness secured by this Agreement, to the extent not otherwise satisfied;

(c) If there shall be any breach in any condition or covenant of this Agreement beyond any applicable grace period, MassDevelopment shall have the right, but without any obligation so to do, to cure such default for the account of Borrower, and, to the fullest extent permissible according to law, apply any funds credited by or due from MassDevelopment to Borrower against the same (without any obligation first to enforce any other rights of MassDevelopment, including, without limitation, any rights under the Note or this Agreement, or any guarantee thereof, and without prejudice to any such rights); to pay the premiums for any insurance required hereunder not paid when due; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted, including, again without limitation, all payments on account of principal, interest and such other charges as may become due to cure default under any subordinate interest, including the notes or obligations secured thereby, affecting the Collateral; to pay any balance due under any security agreement on any articles, fixtures and equipment owed by Borrower included as a part of the Collateral; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Borrower secured hereby; and, to the fullest extent permissible according to law, to apply to any of these purposes or to the repayment of any amounts so paid by MassDevelopment of any sums paid on the Note or this Agreement by Borrower as interest or otherwise.

(d) At any foreclosure sale, any combination or all of the Collateral or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshalling; and, in case MassDevelopment, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time

to time, and the power shall not be fully executed until all of the Collateral not previously sold shall have been sold.

(e) If MassDevelopment shall exercise the right described in either subsection (b)(i) or (b)(ii) of this Section 5, the expenses (including, without limitation, reasonable receiver's fees and reasonable attorney's fees) incurred pursuant to the powers herein contained likewise shall be secured hereby, and MassDevelopment shall apply such rents, income, issues and profits as shall be received by it first to the payment of all costs and expenses incurred and thereafter to the indebtedness secured hereby in such order of priority as MassDevelopment, in its sole discretion, shall determine; and the exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure, once commenced, nor preclude the later commencement or foreclosure for breach hereof.

(f) If MassDevelopment shall exercise the right described in subsection (b) (iv) of this Section 5, MassDevelopment may adjourn, from time to time, any sale by announcement of such adjournment at the time and place appointed for such sale or such adjourned sale; and, except as otherwise provided by law, MassDevelopment may, without further notice or publication, make such sale at the time and place to which the same shall be so adjourned. Upon completion of any sale, MassDevelopment shall execute and deliver an instrument conveying, assigning and transferring all right, title and interest in the Collateral, and rights sold, in the name of MassDevelopment, or in the name of Borrower, and the same shall operate to divest all right, title and interest of Borrower in any property or right so sold and shall be a perpetual bar, both at law and in equity, against Borrower and all persons claiming under Borrower unless MassDevelopment acts with willful neglect, gross negligence or in bad faith.

(g) The rights and remedies of MassDevelopment for any default under any of the instruments given as security for the indebtedness secured hereby are not mutually exclusive, and may be exercised successively or concurrently and from time to time for as long as any default exists, and the failure of MassDevelopment to exercise any such rights in any one or more instances, or the acceptance by MassDevelopment of partial payments of amounts in default secured hereby, shall not constitute a waiver of such default, but such right shall remain continuously in force; and acceleration of maturity, once claimed hereby by MassDevelopment, may, at MassDevelopment's option, be rescinded by written acknowledgment to that effect without waiving the default or any rights, including the right to accelerate once again, with respect thereto; moreover, the tender and acceptance of partial payment of amounts in default after acceleration, or the commencement of any foreclosure action, shall not in any way affect, rescind or terminate such acceleration of maturity or such foreclosure action.

(h) If at any time any law or court decree prohibits the performance of any material obligation undertaken hereby by Borrower which would impair MassDevelopment's interest in the Collateral or its right to payment under the Note, or, at any time provides that any amount to be paid hereunder by Borrower, other than a payment on account of the principal or of interest on the indebtedness secured hereby, must be credited against Borrower's obligations under the Note, MassDevelopment shall have the right on thirty (30) days' prior notice to Borrower, to require payment in full of the entire indebtedness secured hereby unless Borrower reverses such

prohibition or otherwise reasonably satisfies MassDevelopment within said thirty (30) day period.

6. MassDevelopment's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints MassDevelopment and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives MassDevelopment the power and right, on behalf of Borrower, without notice to or assent by Borrower, but only, in each case, after an Event of Default has occurred, and for so long as the same shall be continuing, to do the following:

(i) to pay or discharge taxes or liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) (A) to direct any party liable for any payment to Borrower under the Collateral, to make payment of any and all moneys due and to become due thereunder directly to MassDevelopment or as MassDevelopment shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with the Collateral and other documents relating to the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to pursue and protect MassDevelopment's interest in the Collateral or any part thereof and to enforce any other right in respect of the Collateral; (E) to sign Borrower's name on any proof of claim against account debtors with respect to the Collateral; (F) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (G) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as MassDevelopment may deem appropriate, all with respect solely to the Collateral; (H) to sign Borrower's name on and file or record any financing statement necessary to perfect MassDevelopment's interest in the Collateral; and (I) otherwise to repair, assemble, complete, alter, supply, use, license, sell, transfer, pledge, make any agreement with respect to or otherwise deal with the Collateral as fully and completely as though MassDevelopment were the absolute owner thereof for all purposes, and to do, at MassDevelopment's option and at Borrower's expense, at any time or from time to time, all acts and things that MassDevelopment deems reasonably necessary to protect, preserve or realize upon the Collateral and MassDevelopment's security interests therein, in order to effect the intent of this Agreement, all as fully and effectively as the Borrower might do; and (J) sign Borrower's name if necessary to effect the further assurances sought by MassDevelopment pursuant to Section 9 below.

The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) The powers conferred on MassDevelopment hereunder are solely to protect the interests of MassDevelopment in the Collateral and shall not impose any duty upon MassDevelopment to exercise any such powers for the benefit of Borrower or any other person. MassDevelopment shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own willful misconduct taken or omitted in bad faith.

(c) Any expenses reasonably incurred by MassDevelopment under this Section shall be paid by Borrower on demand and until so paid shall be added to the principal amount of any Obligations secured hereby and shall bear interest (calculated on the basis of a 360-day year for the actual days elapsed) at the same rate as provided in the Loan Documents after maturity or during an Event of Default.

7. **Further Assurances.** Borrower shall upon request from MassDevelopment from time to time execute, seal, acknowledge and deliver such further instruments or documents which MassDevelopment may reasonably require to better perfect and confirm its rights and remedies hereunder, under the Note and each of the other Loan Documents.

8. **Miscellaneous.**

(a) This Agreement (i) shall be governed by the internal laws of the Commonwealth of Massachusetts; (ii) may be amended and any rights or obligations hereunder may be waived, only by a writing signed by the party against whom enforcement thereof is sought; (iii) may be enforced by an action brought in any court of competent jurisdiction, including the Massachusetts Superior Court in and for Suffolk County, to the personal jurisdiction of which court each party hereby submits, and in any such action each party hereby knowingly and irrevocably waives the right to trial by jury; and (iv) is intended to provide MassDevelopment with all rights and remedies of a secured party under the UCC.

(b) Any notice, request, instruction or other document to be given hereunder or under the Note to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement.

(c) BORROWER AND MASSDEVELOPMENT MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER

CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER AND MASSDEVELOPMENT TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.


(d) All rights and obligations of Borrower and MassDevelopment under this Agreement shall terminate and be of no further force and effect after repayment in full by Borrower of the Loan, provided that the provisions of Sections 3.15 and 3.16 of the Loan Agreement shall survive such repayment for the time period set forth therein. Promptly following repayment in full by Borrower of the Loan, MassDevelopment shall file a UCC termination statement terminating all previously filed financing statements with respect to the Loan, and MassDevelopment hereby authorizes Borrower to execute and file such UCC termination statement(s) following such repayment.

[Signatures on following page]

EXECUTED UNDER SEAL as of the date and year first above written.

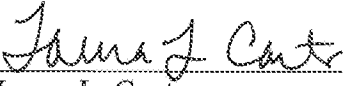
BORROWER:

NANO-C, INC.

By: 
Viktor Vejins
President and CEO
Hereunto Duly Authorized

MASSDEVELOPMENT:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

By: 
Laura L. Canter
Executive Vice President for Finance
Programs
Hereunto Duly Authorized

NEGATIVE PLEDGE AGREEMENT

This Negative Pledge Agreement is made as of November 20, 2018, by and between NANO-C, INC., a Delaware corporation (“Borrower”), and MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a body politic and corporate created by Chapter 289 of The Acts of 1998 and established under Massachusetts General Laws Chapter 23G, as amended (herein called “MassDevelopment” or “Lender”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “Loan”) in the amount and manner set forth in that certain Promissory Note entered into contemporaneously herewith by and between Borrower and Lender (the “Note”).

B. The Loan is secured by all assets of the Borrower, including without limitation all Intellectual Property (as defined below) as granted by the Security Agreement.

C. Capitalized terms not defined in this Negative Pledge Agreement shall have the same meaning given to them in the Loan Agreement of even date herewith by and between the Borrower and the Lender (the “Loan Agreement”).

D. Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower enters into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Borrower hereby covenants and agrees with the Lender as follows:

AGREEMENT

1. Except as provided in Section 2 below, from the date of this Agreement through the end of the term hereof as provided herein, Borrower shall not through its actions or inactions, and Borrower shall not through the actions or inactions of others, sell, transfer, assign, mortgage, pledge, lease, grant a security interest in (except to the Lender), or encumber any of the Copyrights, Patents, or Trademarks (each as defined below) listed on Exhibits A, B, and C attached hereto, or any of Borrower’s other Intellectual Property (as defined below) and any parts or parcels of any of the foregoing and interests and rights in any of the foregoing, including, without limitation, the following:

(a) Any and all copyrights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, both published and unpublished and whether or not the same also constitutes a trade secret, now existing and hereafter existing, created, acquired, and held (collectively, “Copyrights”);

(b) Any and all mask works and similar rights available for the protection of semiconductor chips, now owned and hereafter acquired (collectively, “Mask Works”);

(c) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now existing and hereafter existing, created, acquired, and held;

(d) Any and all design rights which may be available to Borrower now existing and hereafter existing, created, acquired, and held;

(e) Any and 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 (collectively, "Patents");

(f) Any and all trademark and service mark rights, both registered and unregistered, applications to register and registrations of the same, and like protections, and the entire goodwill of the business of Borrower connected with or symbolized by such trademarks;

(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) Any and all licenses and other rights to use any Copyrights, Patents, Trademarks, and Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) Any and all licenses and other rights granted to Borrower by any third party to use any Copyrights, Patents, Trademarks, and Mask Works, subject to the terms of such licenses, provided that the expiration or termination of such licenses in the ordinary course of Borrower's business shall not be a violation of this paragraph 1;

(j) Any and all amendments, extensions, renewals, re-issues, divisions, and continuations of any of the foregoing; and

(k) Any and all proceeds, products, and accessions of and additions to the foregoing, including without limitation, all payments under insurance policies and indemnities or warranties payable in respect of any of the foregoing.

All of the tangible and intangible property and property rights held by Borrower and described in this paragraph 1 are collectively referred to as the "Intellectual Property".

2. Notwithstanding the limitations contained in paragraph 1 above, (i) Borrower may sell, transfer, or assign the Intellectual Property in the ordinary course of business for adequate consideration with Lender's prior written consent, which may be granted or withheld in Lender's sole discretion, reasonably exercised, provided that the net proceeds of such sale, transfer, or assignment shall be used to pay down the outstanding obligations of Borrower under the Note. (ii) Borrower may not use the Intellectual Property to obtain financing without Lender's prior written consent, which may be granted or withheld in Lender's sole discretion, and (iii) no notice to or consent by Lender under this Section 2 shall be required for non-exclusive licenses granted

in the ordinary course of business (collectively, any license permitted pursuant to this paragraph 2, the "Permitted Licenses").

3. The Note, the Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. The term of this Agreement shall be coterminous with the term of the Note. It shall be an event of default under the Note, the Loan Agreement and Security Agreement if there is a breach or violation of any of the terms and provisions of this Agreement by Borrower.

4. Borrower represents and warrants that as of the date of this Agreement, it owns and holds title or license, sublicense, or other right to use in and to all of the Intellectual Property, free and clear of all liens, security interests, and other encumbrances (other than restrictions and limitations set forth in any applicable agreement relating to Permitted Licenses), and that it knows of no infringement actions against it by third parties with respect to such third parties' Intellectual Property. Borrower also represents and warrants that it has the right and power to enter into this Agreement, and has taken all action necessary or appropriate to authorize the execution and delivery of this Agreement.

5. Borrower hereby agrees to execute such other agreements, documents, and records and to perform and refrain from performing such acts as may be deemed necessary or appropriate by Lender to enforce Lender's rights hereunder and under the Note, the Loan Agreement and the Security Agreement. Borrower acknowledges that Lender has or will soon file assignment documents with the United States Patent and Trademark Office as Lender deems necessary or advisable and to include in such documents all information regarding Borrower as Lender deems necessary or advisable for the purpose of protecting and perfecting Lender's interests under this Agreement, including, without limitation, tax identification numbers and other identifying numbers and information relative to the Intellectual Property. Lender agrees that it will not file assignment documents relative to the Intellectual Property with any jurisdiction outside the United States nor require the Borrower to do so.

6. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Borrower and its heirs, successors, and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof. In addition, (i) no amendment or waiver of a right under this Agreement will be binding on Lender unless it is in writing and signed by Lender; (ii) to the extent that a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted; (iii) a successor to and assignee of Lender's rights and obligations under the Note, the Loan Agreement and the Security Agreement will succeed to Lender's rights under this Agreement; and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above. All rights and obligations of Borrower and Lender under this Agreement shall terminate and be of no further force or effect after repayment in full by Borrower of the Loan.

[Signatures appear on following page]

Exhibit A

Copyrights

All copyrights contained in and associated with the Nano-C website

00837860.4

TRADEMARK
REEL: 006491 FRAME: 0631

Exhibit B

Patents

Electronic Materials Patents

Carbon Nanotube-Transparent Conductive Inorganic Nanoparticles Hybrid Thin Films for Transparent Conductive Applications. Granted in Australia, Canada, Japan, China (ZL200980113340.2) and the US (US 9214256 B2). Covers Transparent Conductive Films.
A Nano-C Patent.

Fullerene-Functionalized Particles, Methods for Making the Same and their Use in Bulk Heterojunction Organic Photovoltaic Devices. United States Patent No. 8,519,262.
A Nano-C Patent.

Nonvolatile Memory and Methods for Manufacturing the Same with Molecule-Engineered Tunneling Barriers. US Patent No. 8,542,540. (Jointly owned by Cornell and Nano-C)
Exclusive (royalty bearing) license to Cornell. The inventions covered under this patent are administered and commercialized by the Cornell Center for Technology Enterprise and Commercialization (CCTEC). Nano-C cannot grant rights to any other party.

Nonvolatile Flash Memory Structures Including Fullerene Molecules and Methods for Manufacturing the Same. US Patent No. 9,219,166.
See Cornell, Number 10 above.

Coatings Comprising Carbon Nanotubes and Methods for Forming the Same. US Patent No. 7060241. JP Patent No. 3665969.
Covers transparent conductive coatings or electrodes incorporating single-walled carbon nanotubes. Acquired by Nano-C in 2017.

Solvent-Based and Water-Based Carbon Nanotube Inks with Removable Additives. US Patents Nos. 9,296,912 and 9,340,697. International equivalents in China, Japan and Korea. For use in transparent conductors, and other applications.
A Nano-C Patent

Fullerene Derivatives and Related Materials, Methods, and Devices. United States Patent No. 9,502,658. International filings are pending.
One specific molecule is exclusively licensed (on a royalty bearing basis) to Merck KGaA. Merck KGaA has the option to license two additional molecules (on a royalty bearing basis) selected from a list of five specific molecules. Nano-C has certain supply rights under the license agreement.
Nano-C has full right to practice, develop and sell all other molecules that fall under this patent.

Isomer-selective Synthesis of Methanofullerenes. United States Patent No. 9,527,797. International filings pending in China, Europe, Japan, Korea and Taiwan.
A Nano-C Patent.

Cyclohexadiene Fullerene Derivatives. United States Patent No. 9,543,523. International filings pending.
See Merck KGaA under Number 15 above.

Carbon Nanotubes Based Hybrid Films for Mechanical Reinforcement of Multilayered, Transparent-Conductive, Laminar Stacks. PCT/US2015/029288. Covers the ITO-CNT hybrid.
A Nano-C Patent.

Patent Applications

Engineered fullerene molecules for flash memory charge storage. Patent application filed with Cornell University (see US Patent Application PCT/US11/44965).
See Cornell, Number 10 above.

Fused Bis-aryl Fullerene Derivatives. PCT/EP2015/000495.
See Merck KGaA under Number 15 above.

Fullerene Derivatives. PCT/EP2015/001073.
See Merck KGaA under Number 15 above.

Method to manufacture rigid rod networks. (see US Provisional Application App. No. 62_621327.)
A Nano-C Patent.

Healthcare Patents

Higher Fullerenes Useful as Radical Scavengers. United States Patent No. 7,825,161, international equivalents in Australia, Canada, India.
A Nano-C Patent

Manufacturing Patents

Method for Combustion Synthesis of Fullerenes. United States Patents Nos. 7,396,520 and 7,771,692. (II-G). International equivalents in Canada, Japan.
A Nano-C Patent

Combustor for Combustion Synthesis of Fullerenes, United States Patent No. 7,833,493.
A Nano-C Patent

Separation and Purification of Fullerenes. United States Patents Nos. 7,435,403 and 7,833,497. International equivalents in Australia, Canada, China, India, Japan.
A Nano-C Patent

Direct Liquid Phase Collection and Processing of Fullerenic Materials. United States Patent No. 8,883,113. International equivalents in Australia, Canada, China, Japan.
A Nano-C Patent

Carbon Nanostructures from Pyrolysis of Organic Materials United States Patent No. 9,051,185. Application in EPO is pending. Covers Multi-Walled Carbon Nanotube Production.
Joint commercialization agreement. Nano-C is a co-inventor and joint owner with Northeastern University.

Novel Materials and Methods

Patents

Functionalized Carbon Nanotubes Exhibiting Enhanced Solubility and Methods of Making. United States Patent No. 8,765,024. International equivalent in Japan.
A Nano-C Patent

Exhibit C

Trademarks

Attached Trademark Docket Report dated 3/22/2018

00837860.4

TRADEMARK
REEL: 006491 FRAME: 0635

Trademark Docket Report

Results for
Host File Number Equal to (with Wildcards) '026333**'

Nov 6, 2018 11:59:18 AM

| TITLE | STATUS | COUNTRY | FILE NUMBER | APPLICATION NUMBER | DATE FILED | TRADEMARK CLASS CODE AND DESCRIPTION | REGISTRATION DATE | REGISTRATION NUMBER |
|---------------------------------------|------------|--------------------------|-------------|--------------------|--------------|--|-------------------|---------------------|
| INVISICON | Registered | United States of America | 026333-402 | 76570224 | Jan 16, 2004 | 01-Chemical substrates used in the manufacture of transparent conductive coatings, [inks,] and coating films * 02-Transparent conductive coatings, inks, coating films and coating substrates used in the manufacture of [touch screens, LCD displays, solar cells, and] electrodes and circuits. | May 24, 2005 | 2954409 |
| MATERIALS THAT POWER OUR WORLD | Registered | United States of America | 026333-402 | 87132053 | Aug 9, 2016 | 40-Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes. | Mar 21, 2017 | 51765648 |
| MISCELLANEOUS DESIGN (POLYGON DESIGN) | Registered | United States of America | 026333-402 | 87132431 | Aug 9, 2016 | 1-Class 1: Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Class 9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes | Apr 4, 2017 | 5175534 |

Trademark Docket Report

| TITLE | STATUS | COUNTRY | FILE NUMBER | APPLICATION NUMBER | DATE FILED | TRADEMARK CLASS CODE AND DESCRIPTION | REGISTRATION DATE | REGISTRATION NUMBER |
|-------|--------|---------|-------------|--------------------|------------|---|-------------------|---------------------|
| | | | | | | <p>derivatives and carbon nano tubes.* 40- Class 1: Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Class 9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes* 9-Class 1: Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Class 9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes</p> | | |

Trademark Docket Report

| TITLE | STATUS | COUNTRY | FILE NUMBER | APPLICATION NUMBER | DATE FILED | TRADEMARK CLASS CODE AND DESCRIPTION | REGISTRATION DATE | REGISTRATION NUMBER |
|--------|------------|--------------------------|-------------|--------------------|-------------|--|-------------------|---------------------|
| NANO-C | Registered | United States of America | 026333-401 | 87132049 | Aug 9, 2016 | 1-Class 1: Fullerenes for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use; Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use; Class 9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes." 40-Class 1: Fullerenes for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use; Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Class | Jul 4, 2017 | 5235382 |

Trademark Docket Report

| TITLE | STATUS | COUNTRY | FILE NUMBER | APPLICATION NUMBER | DATE FILED | TRADEMARK CLASS CODE AND DESCRIPTION | REGISTRATION DATE | REGISTRATION NUMBER |
|-------|--------|---------|-------------|--------------------|------------|---|-------------------|---------------------|
| | | | | | | <p>9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes. * 9-Class 1: Fullerenes for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Fullerenes derivatives for use in energy generation and conservation, medical therapy development, filtration and catalysis application and general industrial use. Class 9: Carbon nanotubes, namely, tubular carbon molecules and materials used at extremely small scale in electronic and mechanical applications. Class 40: Custom manufacture of fullerenes, fullerenes derivatives and carbon nano tubes.</p> | | |

4 results displayed.