

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN AEROGEL CORPORATION		10/20/2017	Corporation:
RECEIVING PARTY DATA			
Name:	SUSTAINABLE GROWTH FUND, SCSP, SICAV-SIF		
Street Address:	R.C.S. LUXEMBOURG NO. B		
City:	LUXEMBOURG CITY		
State/Country:	LUXEMBOURG		
Postal Code:	1911184		
Entity Type:	Partnership: LUXEMBOURG		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78051849	AEROBLACK	
Serial Number:	78051843	AEROBLACK	
Serial Number:	77754115	AEROCORE	
Serial Number:	87078098	AEROLITE	
Serial Number:	86900192	AEROLOOP	
Serial Number:	86907132	AEROCASE	
Serial Number:	86907133	AEROSAFE	
CORRESPONDENCE DATA			
Fax Number:	8586385040		
<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:	858-677-1442		
Email:	chris.wilson@dlapiper.com		
Correspondent Name:	LISA A. HAILE, J.D., PH.D.		
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121-2133		
NAME OF SUBMITTER:	Lisa A. Haile		
SIGNATURE:	/Lisa A. Haile/		
DATE SIGNED:	11/29/2018		

CH \$190.00 78051849

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2017, made by American Aerogel Corporation, a Delaware corporation (the “Grantor”), in favor of the persons and entities set forth on the Schedule of Purchasers to that certain Note and Warrant Purchase Agreement (the “Note Purchase Agreement”) by and between Grantor and certain parties as signatories thereto dated of even date hereof (each, a “Lender” and collectively, the “Lenders”).

Reference is made to the Security Agreement dated as of October 20, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor and the Lenders.

In order to induce the Lenders to enter into the Loan Documents the Grantor has agreed to grant a security interest in substantially all of its assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lenders as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance when due, as the case may be, in full of the Obligations on the terms set forth in the Note Purchase Agreement and the Security Agreement, the Grantor hereby grants to the Lenders a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Trademarks of the Grantor, including those listed on Schedule I hereto, and all proceeds of the Trademarks of the Grantor, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest. Notwithstanding the foregoing the Security Interest shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lenders pursuant to the Security Agreement, and the Lenders and the Grantor hereby acknowledge and affirm that the rights and remedies of the Lenders with respect to the Security Interest in the Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging

means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Recordation. The Grantor authorizes the Lenders to delivery this Trademark Security Agreement to the Commissioner of Patents and Trademarks and any other applicable government officer for recordation.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN AEROGEL CORPORATION
as Grantor



Peter J. Harg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B – 191184

Michael J. Hammons
Managing Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006492 FRAME: 0423


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN AEROGEL CORPORATION
as Grantor

Peter J. McHarg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B - 191184



Michael J. Hammons
Managing Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006492 FRAME: 0424

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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