

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Micropore, Inc.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SMC Total Return Fund, LP		
Street Address:	650 Madison Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3758054	THE SOLID CHOICE	
Registration Number:	3919211	EXTENDAIR	
Registration Number:	4112331	POWERCUBE	
Registration Number:	4585991	SPIRALITH	
Registration Number:	4597630	MICROSEP	
Registration Number:	5594013	SPIRALITH CA	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	711 Third Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe LL		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robin E. Silverman		
SIGNATURE:	/Robin E. Silverman/		
DATE SIGNED:	12/21/2018		

OP \$165.00 3758054

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 21, 2018 by and between SMC Total Return Fund, LP (the "Lender"), a Delaware limited partnership having a principal office at 650 Madison Avenue, 20th Floor, New York, NY 10022, and Micropore, Inc. (the "Grantor"), a Delaware corporation having a principal office at 1000 Konica Drive, Elkton, MD 21921 Micropore, Inc.

WITNESSETH:

WHEREAS, Grantor and Lender are parties to that certain Secured Loan Agreement, dated as of the date hereof, as may be amended, modified or supplemented from time to time, the "Loan Agreement"; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of Grantor thereunder that, among other things, Grantor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Obligations, Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule B attached hereto and made a

part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks"); and

(iv) the goodwill of Grantor's business connected with and symbolized by the Marks.

Lender acknowledges that the security interest in the above is subordinate to the interest of Baker MP, LLC, as set forth and subject to the provisions of the Loan Agreement.

3. Restrictions on Future Agreements. Grantor agrees and covenants that until the payment in full of the Obligations. Grantor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees and covenants that, except as required in connection with the Baker MP Security Agreement, without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would materially and adversely affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Grantor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents or Marks, without receiving the prior written consent of Lender thereto, except to the extent expressly permitted under the Loan Agreement.

4. Certain Covenants, Representations and Warranties of each Grantor. Grantor covenants, represents and warrants that: (a) (i) the Patents and Marks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents or Marks have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents or Marks is valid and enforceable and Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents or Marks which would have a material adverse effect on the validity and/or enforceability of the Patents or Marks; (iv) Grantor owns the entire right, title and interest in and to each of the Patents and Marks free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Grantor, in each case except as set forth in the Loan Agreement; and (v) Grantor will use proper statutory notice in connection with its use of the Patents and Marks; and (b) the Patents and Marks listed on Schedules A, and B constitute all such items in which Grantor has any ownership interest in or title to any registered U.S. Trademark, U.S. Trademark application, registered U.S. Patent, or U.S. Patent application.

5. New Patents and Marks. Grantor shall disclose to Lender in writing all trademark registrations, trademark applications, patents and patent applications issued by or filed with the United States Patent and Trademark Office, in which event the provisions of Section 2 above shall automatically apply thereto. Grantor hereby authorizes Lender to modify this Agreement by noting any such future acquired trademark registrations, trademark applications, patents and patent applications on Schedule A, and B, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Grantor or rights of Lender hereunder.

6. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Lender.

7. Royalties; Terms. Grantor hereby agrees that the security interest of Lender in all Patents and Marks as described above shall be worldwide and, without any liability for royalties or other related charges from Lender to Grantor. The term of the security interest granted herein shall extend until the payment in full of the Obligations.

8. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and the Marks, and any licenses thereunder, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Grantor shall promptly, upon demand, reimburse and indemnify Lender for all documented and reasonable out-of-pocket costs and expenses incurred by Lender in the exercise of its rights under this Section 8.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

12. Further Assurances. Grantor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and

any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents and Marks and the goodwill associated therewith and enforce Lender's rights under this Agreement.

13. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

14. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

15. **Counterparts.** This 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. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent and Trademark Security Agreement as of the date first above written.

SMC TOTAL RETURN FUND, LP

By: SMC Total Return GP, LLC, its general partner

By: Spring Mountain Capital G.P., LLC, its managing member

By: 

Name: Gregory P. Ho

Title: Managing Member

Micropore, Inc.

By: _____

Name: Richard Klumpp

Title:

IN WITNESS WHEREOF, the parties hereto have entered into this Patent and Trademark Security Agreement as of the date first above written.


SMC TOTAL RETURN FUND, LP

By: SMC Total Return GP, LLC, its general partner

By: Spring Mountain Capital G.P., LLC, its managing member

By: _____
Name: Gregory P. Ho
Title: Managing Member

Micromere, Inc.

By: 
Name: Richard Klumpp
Title: CFO

Schedule A

Patents and Patent Applications

	Valid up to	Patent #
1. Enhanced Carbon Dioxide Adsorbent -- (Lithium -- medical and others)	Sept 14, 2025	7,326,280
2. Method of Manufacturing and Using Enhanced Carbon Dioxide Adsorbent	Sept 14, 2025	7,329,307
3. Carbon Dioxide Adsorbents and Inhalation Devices -- IP associated with thinner adsorbent materials	Oct 5, 2031	8,413,655
4. Adsorbent Cartridge Assembly with End Cap -- Method to offer greater protection, support and sealing of adsorbent cartridge assemblies	Jan 18, 2032	8,821,619
5. Adsorbent System for Removal of Gaseous Contaminants -- Manufacturing and sealing techniques without the need of rigid shell/housing to encase the non-wound adsorbent material, will result in lower product manufacturing cost.	May 23, 2032	8,685,153
6. Durable Adsorbent Material and Adsorbent Packs and Method of Making Same (Provisional 61/637517) Broadly protects the use of Micropore's manufacturing process to produce materials for pressure swing adsorption applications (such as oxygen, hydrogen, nitrogen etc.).	April 23, 2033	9,266,054
7. Adsorbent Cartridge With Accurate Visual Indicator (Provisional)	Filed October 21, 2016	62,411,409

Schedule B

Trademarks, Service Marks

Date	Registration #	Trademark	Comment
3/9/10	3,758,054	THE SOLID CHOICE	
2/15/11	3,919,211	EXTENDAIR	
3/13/12	4,112,331	POWERCUBE	
8/12/14	4,585,991	SPIRALITH	
9/2/14	4,597,630	MICROSEP	
10/30/18	5,594,013	SPIRALITH CA	

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