

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOLEKULE, INC.		03/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	505 Howard Street, 3rd Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5307329	MOLEKULE	
<b>Registration Number:</b>	6098002	MOLEKULE AIR	
<b>Serial Number:</b>	88467004	MOLEKULE AIR	
<b>Serial Number:</b>	90380462	PECO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1343621 TM D		
<b>NAME OF SUBMITTER:</b>	Alicia Vellante		
<b>SIGNATURE:</b>	/Alicia Vellante/		
<b>DATE SIGNED:</b>	03/23/2021		

OP \$115.00 5307329

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 22, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, 3<sup>rd</sup> Floor, San Francisco, California 94105 ("Bank") and **MOLEKULE, INC.**, a Delaware corporation, with its principal place of business located at 1184 Harrison Street, San Francisco, California 94103 ("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 Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of March 22, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

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

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

MOLEKULE, INC.

By: DocuSigned by:  
*Rajesh Sharma*  
2CBFA588DC634F9...

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: DocuSigned by:  
*Michelle Wu*  
AC05A7EBC3744D4...

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/Applicati on Number</u>	<u>Registration/ Application Date</u>
Air Purifier	29/604,972 (application) D829,312 (patent)	September 25, 2018
Air Purifier	29/660,435 (application) D888,919 (patent)	June 30, 2020
空气口 化器	201730572514.9 (application) 2017305725149 (patent)	November 20, 2017
	004502144-0001 (application and patent)	November 10, 2017
	299380 (application and patent)	May 22, 2017
	30-2017-0052373 (application) 30-0980630 (patent)	November 9, 2017
Air purifier	29/605,090 (application) D912,793 (patent)	March 9, 2021
	29/762,943	December 18, 2020
	29/699,978	July 30, 2019
	192306	December 31, 2019
空气口 化器	2020300446682 (application) ZL 2020 3 00446682 (patent)	January 22, 2020
	007424064 (application) 007424064-0001 (patent)	December 18, 2019



<u>Description</u>	<u>Registration/Applicati on Number</u>	<u>Registration/ Application Date</u>
	326536-001 (application and patent)	January 28, 2020
	30-2020-0003933 (application) 30-1078001 (patent)	January 29, 2020
	29/744,449	July 29, 2020
	200613	January 18, 2021
	2021300676195	January 29, 2021
	008339345 (application) 008339345-0001 (patent)	December 18, 2020
	338195-001	January 29, 2021
	30-2021-0003824	In process
	61/423,931	December 16, 2010
Fluid disinfection device and method	14/801,026 (application) 10,137,216 (patent)	November 27, 2018
Fluid disinfection device and method	16/165,975 (application) 10,842,907 (patent)	November 24, 2020
Fluid disinfection device and method	17/074,368	October 19, 2020
	PCT/US11/63637	December 7, 2011
	62/573,624	October 17, 2017
System and method for photoelectrochemical air purification	16/161,600 (application) 10,584,886 (patent)	March 10, 2020
System and method for photoelectrochemical air purification	16/777,454	January 30, 2020
System and method for photoelectrochemical air purification	16/831,354	March 26, 2020
	PCT/US18/56061	October 16, 2018

<u>Description</u>	<u>Registration/Applicati on Number</u>	<u>Registration/ Application Date</u>
用于光口 化学空气口 化的系口 和方法	2018800677846	October 16, 2018
	18869295.8	October 16, 2018
	202017016556	October 16, 2018
	10-2020-7010739	October 16, 2018
	62/576,500	October 24, 2017
System and method for photoelectrochemical air purification	16/169,874 (application) 10,684,027 (patent)	June 16, 2020
System and method for photoelectrochemical air purification	16/870,301	May 8, 2020
	62/580,385	November 1, 2017
System for Photoelectrochemical Air Purification	16/178,393 (application) 10,625,207 (patent)	April 21, 2020
	62/703,808	July 26, 2018
	62/782,072	December 19, 2018
Fluid Filtration System and Method of Use	16/523,928	July 26, 2019
Fluid Filtration System and Method of Use	PCT/US19/43804	July 26, 2019
	19839987.5	July 26, 2019
	202117003370	July 26, 2019
	62/777,445	December 10, 2018
	62/891,642	August 26, 2019
System and Method for Coating Removal	16/709,689	December 10, 2019
System and Method for Coating Removal	PCT/US19/65514	December 10, 2019
	62/777,489	December 10, 2018
	62/881,075	July 31, 2019
System for Extinguishing Fires	16/709,773	December 10, 2019
System for Extinguishing Fires	PCT/US19/65533	December 10, 2019
	62/962,792	January 17, 2020

<u>Description</u>	<u>Registration/Applicati on Number</u>	<u>Registration/ Application Date</u>
	62/968,715	January 31, 2020
	63/033,538	June 2, 2020
	17/152,690	January 19, 2021
	PCT/US21/14013	January 19, 2021
	62/989,443	March 13, 2020
	62/969,566	February 3, 2020
	17/166,931	February 3, 2021
	PCT/US21/16464	February 3, 2021
	63/072,676	August 31, 2020
	63/035,637	June 5, 2020
	63/051,130	July 13, 2020

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Country</u>	<u>Application Number and Date</u>	<u>Registration Number and Date</u>	<u>Status</u>
MOLEKULE	Australia	7/26/2016	7/26/2016 1793752 / IR 1307769	Registered
MOLEKULE	Canada	7/27/2016 1793331	9/19/2019 TMA10555415	Registered
MOLEKULE	China	2/23/2016 19136075	5/24/2019 19136075	Registered
MOLEKULE	China	7/17/2018 32287980	6/28/2019 32287980	Registered
MOLEKULE	EUTM	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	Hong Kong	1/24/2018 304408830	6/5/2018 304408830	Registered
MOLEKULE	India	7/26/2016	7/26/2016 3392425 / IR 1307769	Registered
MOLEKULE	Israel	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	Japan	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	Mexico	7/26/2016 1792168	7/26/2016 1786481 / IR 1307769	Registered
MOLEKULE	New Zealand	7/26/2016 1050080	7/26/2016 1050080 / IR 1307769	Registered
MOLEKULE	Norway	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	Russia	7/26/2016	7/26/2016 IR 1307769	Registered

<u>Description</u>	<u>Country</u>	<u>Application Number and Date</u>	<u>Registration Number and Date</u>	<u>Status</u>
MOLEKULE	Singapore	7/26/2016 4020161446BT	7/26/2016 IR 1307769	Registered
MOLEKULE	South Korea	10/13/2017 4020170129712	11/2/2018 401413072	Registered
MOLEKULE	Switzerland	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	Taiwan	7/29/2016 105044344	3/1/2017 01826369	Registered
MOLEKULE	United Kingdom	7/26/2016 UK00801307769	2/3/2017 UK00801307769	Registered
MOLEKULE	United States	1/29/2016 86891340	10/10/2017 5307329	Registered
MOLEKULE	Vietnam	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE	WIPO	7/26/2016	7/26/2016 IR 1307769	Registered
MOLEKULE (in Korean Characters)	South Korea	10/10/2019  4020190154835		Pending
MOLEKULE AIR	Australia	12/9/2019 A0092350	12/9/2019 2061761 / IR 1508215	Registered
MOLEKULE AIR	Canada	12/9/2019 2005352 / A0092350	IR 1508215	Pending
MOLEKULE AIR	China	12/9/2019 A0092350	IR 1508215	Pending
MOLEKULE AIR	EUTM	12/9/2019 A0092350	12/9/2019 IR 1508215	Registered
MOLEKULE AIR	Hong Kong	12/10/2019 305137498	6/5/2020 305137498	Registered

<u>Description</u>	<u>Country</u>	<u>Application Number and Date</u>	<u>Registration Number and Date</u>	<u>Status</u>
MOLEKULE AIR	India	12/9/2019 4405514 / A0092350	12/9/2019 4405514 / IR 1508215	Registered
MOLEKULE AIR	Japan	12/9/2019 A0092350	IR 1508215	Pending
MOLEKULE AIR	Singapore	12/9/2019 A0092350	12/9/2019 IR 1508215	Registered
MOLEKULE AIR	South Korea	12/9/2019 A0092350	IR 1508215	Pending
MOLEKULE AIR	United Kingdom	12/9/2019 UK00801508215	6/22/2020 UK00801508215	Registered
MOLEKULE AIR	United States	6/10/2019 88977620	7/7/2020 6098002	Registered
MOLEKULE AIR	United States	6/10/2019 88467004		Pending
MOLEKULE AIR	WIPO	12/9/2019 A0092350	12/9/2019 IR 1508215	Registered
PECO	EUTM	5/9/2019 018062776	11/30/2020 018062776	Registered
PECO	India	6/7/2019 4199671		Pending
PECO	South Korea	5/29/2020 4020200090135		Pending
PECO	South Korea	5/7/2019 4020190070095	1/13/2021 401682090	Registered
PECO	United Kingdom	5/9/2019 UK00918062776	11/30/2020 UK00918062776	Registered
PECO	United States	12/14/2020 90380462		Pending

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.