

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THIRD POLE, INC.		04/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P.		
Street Address:	11 West 42nd Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88428039	THIRD POLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(312) 288-3549		
Email:	susan.jacoby@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Amanda Hoffman		
SIGNATURE:	/Amanda Hoffman/		
DATE SIGNED:	04/12/2021		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 6, 2021, between THIRD POLE, INC., a Delaware corporation ("Grantor"), and AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (sometimes referred to herein as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "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 or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except in accordance with the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged or found invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights and (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B, and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B, and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Except for dispositions of Collateral permitted by the Loan Agreement and the granting of Permitted Liens, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B, and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days

of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

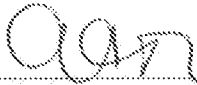
[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

THIRD POLE, INC.

By: 
Name: Elizabeth Holmberg
Title: Chief Financial Officer

Address for Notices:

309 Waverly Oaks Road, Suite 404
Waltham, MA 02452
Attn: Elizabeth Holmberg, Chief Financial Officer
Email: eholmberg@pole3.com
Phone # 908-310-0596

SECURED PARTY:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: President and Managing Partner

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenburg, Senior Managing Director
Fax # 212-878-3552
Phone # 212-878-3523

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

THIRD POLE, INC.

By: _____
Name: _____
Title: _____

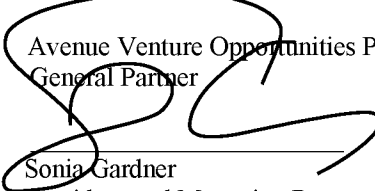
Address for Notices:

Attn: _____
Email: _____
Phone # ____ - ____ - ____

SECURED PARTY:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: 
Name: Sonia Gardner
Title: President and Managing Partner

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenberg, Senior Managing Director
Fax # 212-878-3552
Phone # 212-878-3523

EXHIBIT A

Copyrights

Copyright	Registration Number	Registration Date
Nitric Oxide System	TXu002083293	05/07/2018

EXHIBIT B

Patents

Patent Name/Description	Patent Number	Country	Application Number / Publication Number
Systems and Methods for Generating Nitric Oxide	10,286,176	United States	15/907,241 20180243527
Systems and Methods for Generating Nitric Oxide	10,532,176	United States	16/388,464 20190314596
Systems and Methods for Generating Nitric Oxide	10,695,523	United States	16/697,498 20200094011
Systems and Methods for Generating Nitric Oxide	10,946,163	United States	16/9089,722 20200390994
Systems and Methods for Generating Nitric Oxide	N/A	United States	17/197,911
Systems and Methods for Generating Nitric Oxide	N/A	United States	16/875,971 20200361772
Systems and Methods for Ambulatory Generation of Nitric Oxide	10,328,228	United States	15/907,258 20180243528
Systems and Methods for Ambulatory Generation of Nitric Oxide	10,576,239	United States	16/363,505 20190217042
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	United States	16/724,233 20200139072
Systems and Methods for Nitric Oxide Generation with Humidity Control	N/A	United States	17/146,468
Electrodes for Nitric Oxide Generation	N/A	United States	16/875,687 20200360649
Architectures for Production of Nitric Oxide	N/A	United States	16/875,914 20200361773
Systems and Methods for Generating Nitric Oxide	N/A	WIPO	PCT/US18/20056
Systems and Methods for Generating Nitric Oxide	N/A	Europe	18757270.6
Systems and Methods for Generating Nitric Oxide	N/A	China	201880021856.3
Systems and Methods for Generating Nitric Oxide	6704094	Japan	2019-562629
Systems and Methods for Generating Nitric Oxide	2018223826	Australia	2018223826
Systems and Methods for Generating Nitric Oxide	N/A	Brazil	BR112019167080
Systems and Methods for Generating Nitric Oxide	N/A	Canada	3,054,656
Systems and Methods for Generating Nitric Oxide	N/A	South Korea	10-2019-7028235
Systems and Methods for Generating Nitric Oxide	376248	Mexico	MX/a/2019/009934
Systems and Methods for Generating Nitric Oxide	2717525	Russia	2019126846
Systems and Methods for Generating Nitric Oxide	2020200924	Australia	2020200924

Systems and Methods for Generating Nitric Oxide	N/A	Russia	2020110925
Systems and Methods for Generating Nitric Oxide	N/A	Japan	2020-082969
Systems and Methods for Generating Nitric Oxide	2020203735	Australia	2020203735
Systems and Methods for Generating Nitric Oxide	N/A	Hong Kong	62020008573.1
Systems and Methods for Generating Nitric Oxide	N/A	Australia	1010233620
Systems and Methods for Generating Nitric Oxide	N/A	Mexico	MX/a/2020/010523
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	WIPO	PCT/US18/20060
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Europe	18758362.0
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	China	201880021835.1
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Japan	2019-562644
Systems and Methods for Ambulatory Generation of Nitric Oxide	2018224329	Australia	2018224329
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Brazil	BR1120190168370
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Canada	3,054,660
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	South Korean	10-2019-7027872
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Mexico	MX/a/2019/009931
Systems and Methods for Ambulatory Generation of Nitric Oxide	2719992	Russia	21019128698
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	India	201947038649
Systems and Methods for Ambulatory Generation of Nitric Oxide	2020201511	Australia	2020201511
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Hong Kong	62020004293.0
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Russia	2020113418
Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Australia	2020204272

Systems and Methods for Ambulatory Generation of Nitric Oxide	N/A	Japan	2021-035542
Systems and Methods for Generating Nitric Oxide	N/A	WIPO	PCT/US20/33300
Systems and Methods for Increasing Nitric Monoxide Concentration and Removing Nitrogen Dioxide from a Gas Stream	N/A	WIPO	PCT/US20/58390
Systems and Methods for Nitric Oxide Generation with Humidity Control	N/A	WIPO	PCT/US21/13008
Electrodes for Nitric Oxide Generation	N/A	WIPO	PCT/US20/33245
Electrodes for Nitric Oxide Generation	N/A	Pakistan	No. 318/2020
Architectures for Production of Nitric Oxide	N/A	WIPO	PCT/US20/33290

EXHIBIT C

Trademarks

Trademark	Country	Serial Number	Registration Number
THIRD POLE	US	88/428,039	N/A
THIRD POLE	Europe	N/A	018147328

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

THIRD POLE, INC

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 6, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Avenue Venture Opportunities Fund, L.P.

Street Address: 11 West 42nd Street, 9th Floor

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

See Exhibit C attached hereto

B. Trademark Registration No. (s) _____

See Exhibit C attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit C attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amanda Hoffman

Internal Address: Chapman and Cutler LLP

Street Address: 111 W. Monroe Street

City: Chicago

State: IL Zip: 60603-4060

Phone Number: 312 645-3413

Docket Number: _____

Email Address: ahoffman@chapman.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Amanda Hoffman

Signature

April 6, 2021

Date

Amanda Hoffman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be filed to (ST): 271-9140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22319-1480

EXHIBIT C

Trademarks

Trademark	Country	Serial Number	Registration Number
THIRD POLE	US	88/428,039	N/A
THIRD POLE	Europe	N/A	018147328