

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PHASE FOUR, INC.		09/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing IX, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5961756	P .4	
<b>Registration Number:</b>	5169669	P4	
<b>Registration Number:</b>	5921193	PHASE FOUR	
<b>Registration Number:</b>	5174888	PHASE FOUR	
<b>Registration Number:</b>	5211926	PLASMA MATTERS	
<b>Serial Number:</b>	87608080	P4	
<b>Serial Number:</b>	86870330	PAAS	
<b>Serial Number:</b>	87608075	PHASEFOUR	
<b>Serial Number:</b>	87306314	PLASMA AS A SERVICE	
<b>Serial Number:</b>	87306311	PLASMA AS A SERVICE	
<b>Serial Number:</b>	87608078	PLASMA MATTERS	
<b>Serial Number:</b>	86870323	PLASMA MATTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<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>	4159811400		
<b>Email:</b>	nsust@foxrothschild.com		
<b>Correspondent Name:</b>	Jeff Klugman		
<b>Address Line 1:</b>	1 Front Street Suite 3200		

TRADEMARK

**Address Line 4:** San Franciscoca, CALIFORNIA 94111

**NAME OF SUBMITTER:** Jeffrey T. Klugman

**SIGNATURE:** /Jeffrey T. Klugman/

**DATE SIGNED:** 09/20/2021

**Total Attachments: 10**

source=Phase Four-Intellectual Property Security Agreement (executed)#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of September 17, 2021, by and between PHASE FOUR, INC., a Delaware corporation ("Grantor") and VENTURE LENDING & LEASING IX, INC., a Maryland corporation ("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 such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party 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 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 Loans 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 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 is now the sole owner of 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 for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged 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 material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights material to Grantor's business to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(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 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) 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. 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, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

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 and during the continuance 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 California 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 two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

129 Sierra St  
El Segundo, CA 90245

GRANTOR:

PHASE FOUR, INC.

By: Beau Jarvis

Name: Beau Jarvis

Its: CEO

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

\_\_\_\_\_

\_\_\_\_\_

GRANTOR:

PHASE FOUR, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address of Secured Party:

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: Maurice Werdegar  
Maurice Werdegar (Sep 17, 2003, 09:21 PST)

Name: Maurice Werdegar

Its: Chief Executive Officer



EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents






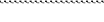







FAMILY: RFT-0			
Country	Application Number	Publication Number Patent Number	Status
US	16/439,205 (Oct 30, 2017)	2019-0390662 A1 (Dec 26, 2019) 11,067,065 B2 (Jul 20, 2021)	Granted
EP	17882721.8 (Oct 30, 2017)	3560298 A1 (Oct 30, 2019)	Pending

FAMILY: RFT-2			
Country	Application Number	Publication Number Patent Number	Status
US	16/165,138 (Oct 19, 2018)	2019-0107104 A1 (Apr 11, 2019)	Pending
EP	18865461.0 (Oct 5, 2018)	3695117 (Aug 19, 2020)	Pending
JP	2020-540687 (Oct 5, 2018)	2020-537323 (Dec 17, 2020)	Pending

FAMILY: PLENUM & PROPELLANT INJECTOR			
Country	Application Number	Publication Number Patent Number	Status
PCT	PCT/US2020/048924 (Sep 1, 2020)	WO 2021/046044 (Mar 11, 2021)	Pending

EXHIBIT C

Trademarks

Title	Case Image	Country	Official No.	Application Date	Registration Date	Local Classes	Case Status
P . 4		United States of America	5961756	Jan-08-2016	Jan-14-2020	07	Registered
P4		United States of America	87/608080	Sep-14-2017		40	Abandoned
P4		United States of America	5169669	Jan-08-2016	Mar-28-2017	37, 42	Registered
PaaS		United States of America	86/870330	Jan-08-2016		37, 42	Abandoned
PHASE FOUR Stylized		Australia	1408199	Mar-13-2018	Mar-13-2018	40	Registered
PHASE FOUR Stylized		Australia	1343335	Jul-08-2016	Jul-08-2016	07, 35, 37, 42	Registered
PHASE FOUR Stylized		Canada	TMA1065475	Mar-13-2018	Dec-06-2019	40	Registered
PHASE FOUR Stylized		Canada	TMA1042283	Jul-08-2016	Jul-17-2019	07, 37, 42	Registered
PHASE FOUR Stylized		European Union Intellectual Property	1408199	Mar-13-2018	Mar-13-2018	40	Registered
PHASE FOUR Stylized		European Union Intellectual Property	1343335	Jul-08-2016	Jul-08-2016	07, 35, 37, 42	Registered
PHASE FOUR Stylized		Madrid Protocol (TM)	1408199	Mar-13-2018	Mar-13-2018	40	Registered
PHASE FOUR Stylized		Madrid Protocol (TM)	1343335	Jul-08-2016	Jul-08-2016	07, 37, 42	Registered
PHASE FOUR Stylized		New Zealand	1408199	Mar-13-2018	Mar-13-2018	40	Registered
PHASE FOUR Stylized		New Zealand	1343335	Jul-08-2016	Jul-08-2016	07, 37, 42	Registered
PHASE FOUR Stylized		United Kingdom	UK00801408199	Mar-13-2018	Mar-13-2018	40	Registered
PHASE FOUR Stylized		United Kingdom	UK00801343335	Jul-08-2016	Jul-08-2016	07, 35, 37, 42	Registered
PHASE FOUR Stylized		United States of America	87/608075	Sep-14-2017		40	Abandoned

Title	Case_Image	Country	Official No.	Application Date	Registration Date	Local Classes	Case Status
PHASE FOUR Stylized	PHASEFOUR	United States of America	5921193	Jan-08-2016	Nov-26-2019	07	Registered
PHASE FOUR Stylized	PHASEFOUR	United States of America	5174888	Jan-08-2016	Apr-04-2017	37, 42	Registered
PLASMA AS A SERVICE		United States of America	87/306314	Jan-18-2017		42	Abandoned
PLASMA AS A SERVICE		United States of America	87/306311	Jan-18-2017		37, 40	Abandoned
PLASMA MATTERS		Australia	1426314	Mar-13-2018	Mar-13-2018	40	Registered
PLASMA MATTERS		Australia	1343467	Jul-08-2016	Jul-08-2016	07, 35, 37, 42	Registered
PLASMA MATTERS		Canada	TMA1065477	Mar-13-2018	Dec-06-2019	40	Registered
PLASMA MATTERS		Canada	1039728	Jul-08-2016	Jul-10-2019	07, 37, 42	Registered
PLASMA MATTERS		European Union Intellectual Property	1426314	Mar-13-2018	Mar-13-2018	40	Registered
PLASMA MATTERS		European Union Intellectual Property	1343467	Jul-08-2016		07, 35, 37, 42	Abandoned
PLASMA MATTERS		Madrid Protocol (TM)	1426314	Mar-13-2018	Mar-13-2018	40	Registered
PLASMA MATTERS		Madrid Protocol (TM)	1343467	Jul-08-2016	Jul-08-2016	07, 35, 37, 42	Registered
PLASMA MATTERS		New Zealand	1426314	Mar-13-2018	Mar-13-2018	40	Registered
PLASMA MATTERS		New Zealand	1343467	Jul-08-2016	Jul-08-2016	07, 37, 42	Registered
PLASMA MATTERS		United Kingdom	UK00801426314	Mar-13-2018	Mar-13-2018	40	Registered
PLASMA MATTERS		United States of America	87/608078	Sep-14-2017		40	Abandoned
PLASMA MATTERS		United States of America	86/870323	Jan-08-2016		07	Abandoned
PLASMA MATTERS		United States of America	5211926	Jan-08-2016	May-30-2017	37, 42	Registered

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RECORDED: 09/20/2021

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REEL: 007426 FRAME: 0408