

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASCADE ENERGY, INC.		11/18/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6195750	AQUAFFICIENCY	
Registration Number:	3992719	CASCADE ENERGY	
Serial Number:	90480417	ENERGY SENSEI	
Serial Number:	90480428	ENERGY SENSEI	
Serial Number:	90480434	ENERGY SENSEI	
Serial Number:	90480440	ENERGY SENSEI	
Registration Number:	3974107		
Registration Number:	4506074	SENSEI	
Serial Number:	87760440	WATTERWORKS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 SEVENTEENTH STREET, SUITE 220		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	Sarah K. Dewar		

OP \$240.00 6195750

SIGNATURE:	/Sarah K. Dewar/
DATE SIGNED:	11/19/2021
Total Attachments: 7 source=Cascade - Trademark Security Agreement [Executed]#page1.tif source=Cascade - Trademark Security Agreement [Executed]#page2.tif source=Cascade - Trademark Security Agreement [Executed]#page3.tif source=Cascade - Trademark Security Agreement [Executed]#page4.tif source=Cascade - Trademark Security Agreement [Executed]#page5.tif source=Cascade - Trademark Security Agreement [Executed]#page6.tif source=Cascade - Trademark Security Agreement [Executed]#page7.tif	

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of November 18, 2021, is made between CASCADE ENERGY, INC., an Oregon corporation ("Borrower"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

A. Borrower and Lender have entered into a Loan and Security Agreement, dated as of the date hereof (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans or other extensions of credit or financial accommodations to Borrower on the terms and subject to the conditions set forth therein.

B. Pursuant to the Loan Agreement Borrower has granted to Lender a security interest in substantially all of Borrower's present and future assets, including the Collateral identified below. To secure the Liabilities and to supplement Lender's security interest in the Collateral pursuant to the Loan Agreement, Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the preamble and recitals hereof) and not otherwise defined herein shall have the meanings given in the Loan Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Liabilities when due, Borrower, hereby grants, assigns and conveys to Lender a security interest in all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located, in each case other than Excluded Assets (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with the use of and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Loan Agreement.

3. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, in each case other than with respect to Excluded Assets, the provisions of this Agreement shall automatically apply thereto. Without limiting Borrower's obligations under this Section 4, Borrower authorizes Lender to modify this Agreement by amending Schedules A or B to include any new patent or trademark rights other than with respect to Excluded Assets. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office (the "PTO") and/or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Borrower.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Oregon, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement, together with the terms of the Loan Agreement and the Financing Agreements, contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the parties as provided in the Loan Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Lender and Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provision contained in the Loan Agreement shall govern and control, to the extent of such conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

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

BORROWER:

CASCADE ENERGY, INC.,
an Oregon corporation

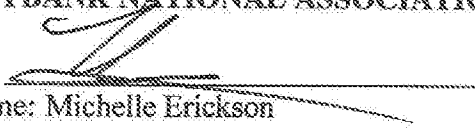
By: 
Name: Marcus Wilcox
Title: CEO & Board Chair

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007500 FRAME: 0839

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Michelle Erickson
Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007500 FRAME: 0840

SCHEDULE A

Issued U.S. Patents of Borrower

NONE

Pending U.S. Patent Applications of Borrower

NONE

SCHEDULE B

Registration/Application No. (indicate if an application)	Registration/Application Date	Jurisdiction of Registration/Application (USPTO or State of Colorado)	Description of Trademarks, Tradenames, or Service Marks
6195750	11/10/2020	USPTO	Aquafficiency word mark
3992719	7/12/2011	USPTO	Cascade Energy word mark
1943659 (application)	1/30/2019	Canada	Cascade Energy word mark
90480417 (application)	1/21/2021	USPTO	Energy Sensei word mark (class 42)
90480428 (application)	1/21/2021	USPTO	Energy Sensei word mark (class 35, 41)
A0107850 (application)	4/19/2021	WIPO (Canada & China)	Energy Sensei word mark
90480434 (application)	1/21/2021	USPTO	Energy Sensei (stylized) (class 42)
90480440 (application)	1/21/2021	USPTO	Energy Sensei (stylized) (class 35, 41)
A0107852 (application)	4/16/2021	WIPO (Canada & China)	Energy Sensei (stylized)
3974107	6/7/2011	USPTO	Mountain logo
1943660 (application)	1/30/2019	Canada	Mountain logo
4506074	4/1/2014	USPTO	Sensei word mark
TMA9233	12/14/2015	Canada	Sensei word mark
87760440 (application)	1/18/2018	USPTO	WatterWorks (ABANDONED)