

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Streamline Innovations, Inc.		11/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverstone Credit Management LLC		
Street Address:	712 Fifth Avenue		
Internal Address:	36th Floor		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90335115	TALON	
Serial Number:	90356864	STREAMLINE INNOVATIONS	
Serial Number:	90367520		
Serial Number:	90360252	STREAMLINE	
Serial Number:	90618754	STREAMLINE	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	2149536500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Kathryn Hoo, Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201-2900		
ATTORNEY DOCKET NUMBER:	086430.0119		
NAME OF SUBMITTER:	Kathryn Hoo		
SIGNATURE:	/Kathryn Hoo/		
DATE SIGNED:	11/24/2021		

CH \$140.00 90335115

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”) is entered into as of November 22, 2021, by STREAMLINE INNOVATIONS, INC., a Delaware corporation (the “*Grantor*”), in favor of RIVERSTONE CREDIT MANAGEMENT LLC, as Administrative Agent (in such capacity, together with its successors in such capacity, the “*Administrative Agent*”) for the benefit of the Secured Parties (defined below).

RECITALS

A. The Grantor and the Administrative Agent are parties to that certain Pledge and Security Agreement dated November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which Grantor has granted a security interest in certain collateral to the Administrative Agent, including all Intellectual Property of the Grantor. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security.** As collateral security for the full, prompt, complete and final payment and performance of the Secured Obligations, Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired: all of Grantor’s right, title and interest in, to and under the Intellectual Property listed on Schedules A and B, attached hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. **Security Agreement.** This security interest is granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and other loan documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the other loan documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

3. **Governing Law**. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws that would cause the application of laws of any other jurisdiction.

4. **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 one and the same instrument.

[signatures follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

STREAMLINE INNOVATIONS, INC.

By: 

Print Name: David Sisk

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007505 FRAME: 0205

**SCHEDULE A
PATENTS**

Status	Country	Full Patent Name	Short Patent Name	SI/Application/Patent #	Date of Issuance	Expiration Date
Issued	US	Method for reducing organic contamination	Glucanate-based Talon	7662294	2/16/2010	4/9/2026
Issued	US	Method for reducing contamination	Talon Blend for Water	7928277	4/19/2011	2/5/2024
Issued	US	Compositions, methods, and systems for reducing contamination	Talon in Water and aerobic I	7745680	6/29/2010	10/28/2024
Issued	US	Compositions, methods, and systems for managing total sulfide	Talon in Water and aerobic II	7846408	11/21/2007	8/27/2029
Issued	US	Compositions, methods, and systems for reducing contamination	Talon in Water and aerobic III	8480924	7/9/2013	4/8/2025
Issued	US	Compositions, methods, and systems for reducing contamination	Talon in Water and aerobic IV	9701556	7/11/2017	6/23/2025
Issued	US	Methods for managing sulfide in wastewater systems	Wastewater Treatment	8609926	12/17/2013	5/3/2030
Issued	US	Method for reducing contamination	Talon Blend for Water II	7968761	6/28/2011	2/10/2023
Issued	US	Method for reducing contamination	Talon Blend for Water III	8858806	10/14/2014	2/1/2025

Status	Country	Full Patent Name	Short Name	Patent	SI/Application/Patent #	Date of Issuance	Expiration Date
Issued	US	Method for managing sulfide in wastewater systems	Aerobic Treating I		8937210	1/20/2015	11/21/2027
Issued	US	Methods for managing sulfide in wastewater systems	Aerobic Treating II		9067812	6/30/2015	11/21/2027
Issued	US	Systems, devices, compositions, and/or methods for de-sulphurizing acid gases	Desulphurizing Acid Gasses I		9657248	5/23/2017	12/3/2035
Issued	US	Methods for managing sulfide in wastewater systems	Aerobic Treating III		9399590	7/26/2016	11/21/2027
Issued	US	Methods for managing sulfide in wastewater systems	Aerobic Treating IV		9580340	2/28/2017	11/21/2027
Issued	US	Compositions, methods, and/or systems for managing sulfide	Vapor Suppression		10131558	11/20/2018	7/13/2037
Issued	US	Systems, devices, compositions, and/or methods for de-sulphurizing acid gases	Desulphurizing Acid Gasses II		10035966	7/31/2018	3/13/2035
Issued	US	Treatment of hydrogen sulfide gas under aerobic conditions	Aerobic Headspace		10835860	11/17/2020	10/12/2037
Issued	US	FIELD PROCESSING NATURAL GAS FOR SULFUR RECOVERY WITH DYNAMICALLY	Flow Control Valves Part 1		11,000,798	5/11/2021	5/29/2039

Status	Country	Full Patent Name	Short Name	Patent #	SI/Application/Patent #	Date Issuance	of	Expiration Date
Approved	US	ADJUSTABLE FLOW RATE CONTROL						
Approved	US	REMOVING SULPHUR-BASED CONTAMINANTS AND NITROGEN-BASED CONTAMINANTS FROM WATER STREAMS	Ammonia & Valkyrie - METHOD PATENT		16/388594			
Approved	US	SEPARATING SWEET GAS FROM A SOUR GAS STREAM	Bucket Contactor		16/425278			
Approved	US	REMOVING SULPHUR-BASED CONTAMINANTS AND NITROGEN-BASED CONTAMINANTS FROM WATER STREAMS	Ammonia & Valkyrie - SYSTEM PATENT		16/388594			
Patent Submitted	US	Gas Direction Device for the Diffusion of Gases and the Method of Making the Same	DIFFUSER		17/205968			
Patent Submitted	US	FIELD PROCESSING NATURAL GAS FOR SULFUR RECOVERY WITH DYNAMICALLY ADJUSTABLEFLOW RATE CONTROL	Flow Control Valves Part 2		17/227697			
Patent Submitted	US	SURFACTANT FOR REDUCING SLURRY EMULSION AND FOAMING IN	Surfactant Patent		16/425254			

Status	Country	Full Patent Name	Short Name	Patent #	SI/Application/Patent #	Date Issuance	of	Expiration Date
		OXIDATION-REDUCTION SULFUR REMOVAL PROCESSES						
Prov. Submitted	US	Well-bore Energy Storage Unit	BATTERY		63/120716			
Prov. Submitted	US	Reactor and Method for Minimizing CO ₂ Emissions from Tail Gas Treating Units	HH REACTOR		63/156181			
Patent Submitted	Canada	Aerobic Headspace			3040696			
Patent Submitted	Mexico	Aerobic Headspace			MX/a/2019/004521			
Patent Submitted	Europe	Aerobic Headspace			17860768.5			
Patent Submitted	Eurasia	Aerobic Headspace			201990898			
Patent Submitted	India	Aerobic Headspace			2.01917E+11			
Patent Submitted	PCT	Aerobic Headspace			PCT/US17/56243			

SCHEDULE B
TRADEMARKS

Status	COUNTRY	Mark	APPLICATION NO.	REGISTRATION NO.	DATE FILED
Abandoned	US	Valkyrie Logo	90333722		11/20/2020
Abandoned	US	Valkyrie Plain Text	90333546		11/20/2020
Moving To Publication	US	Talon Plain Text	90335115		11/22/2020
Active	WIPO	Talon Plain Text	1461444901	1600116	5/3/2021
Rejected	US	Streamline Innovations	90356864		12/3/2020
Moving To Publication	US	Streamline Logo	90367520		12/3/2020
Rejected	US	Streamline Stylized	90360252		12/3/2020
Rejected	US	Streamline Plain Text	90618754		4/1/2021
Active	WIPO	Streamline Logo	1465835801	1602328	5/17/2021