

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Global, PBC		12/30/2021	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities, LP		
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: 17			
Property Type	Number	Word Mark	
Registration Number:	5842366	ZERO MASS WATER	
Registration Number:	5842367	ZERO MASS	
Registration Number:	5891710	ZERO MASS	
Registration Number:	5859028	HYDROPANEL	
Registration Number:	1427632	SILVA'S	
Serial Number:	97034964	SOURCE	
Serial Number:	87401677	SOURCE	
Registration Number:	6021499	SOURCE	
Registration Number:	6115788	SOURCE	
Serial Number:	87401674	SOURCE	
Registration Number:	5947306	SOURCE	
Registration Number:	5947307	SOURCE	
Registration Number:	5662132	ZERO MASS WATER	
Serial Number:	88368312	SUNLIGHT + AIR = WATER	
Serial Number:	88867606	SOURCE	
Serial Number:	90171714		
Serial Number:	97107411	SOURCE	

OP \$440.00 5842366

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 18888295817
Email: trevor.harris@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Melanie A. Fagan
SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	01/04/2022

Total Attachments: 34

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of December 30, 2021, among SOURCE GLOBAL, PBC, a Delaware public benefit corporation (“Grantor”), AVENUE VENTURE OPPORTUNITIES FUND, L.P. (“Avenue”, as administrative agent and collateral agent (in such capacity, “Agent”), on behalf of Avenue and AVENUE VENTURE OPPORTUNITIES FUND II, L.P. (“Avenue 2” and together with Avenue, in its capacity as a secured party, collectively, “Secured Parties”, and each a “Secured Party”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, Secured Parties and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), each 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. Each Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, on behalf of such Secured Parties, 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 Agent and Secured Parties the Loan Agreement granting a security interest to Agent, on behalf of the Secured Parties, 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 Agent, on behalf of each 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 Agent and Secured Parties’ 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 for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

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

(d) Grantor shall deliver to Agent together with each Compliance Certificate, a list of (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations, and (iii) any material change in the Grantor's Trademarks, Patents and Copyrights;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights that are material to its business, (ii) promptly advise Agent in writing of material infringements detected with respect to the Trademarks, Patents and Copyrights that are material to its business, and (iii) not allow any material Trademarks, Patents or Copyrights that are material to its business to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(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 those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any material 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 Parties or Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, on behalf of the Secured Parties; and

(g) Grantor shall not enter into any agreement that would materially impair or directly conflict with Grantor's obligations hereunder without Secured Parties' 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 prevents 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 Parties, to perfect Secured Parties' 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 Agent and Secured Parties the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Agent and each 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 Agent or such Secured Parties' discretion, to take any action and to execute any instrument which Agent or such 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, solely 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 Agent, any Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of an "Event of Default" under the Loan Agreement shall constitute an Event of Default under this Agreement.

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 Agent and Secured Parties 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, Secured Parties and Agent 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.


7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

GRANTOR:

SOURCE GLOBAL PBC

By: 
Name: Al-Hussein Dahya
Title: Chief Corporate Development Officer

Address for Notices:

1465 North Scottsdale Road, Suite 600
Scottsdale, Arizona 85257
Attn: Melanie Hansen
Email: legalnotices@source.com
Phone #: (480) 427-9255

SECURED PARTIES:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.
By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

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

AVENUE VENTURE OPPORTUNITIES FUND II,
L.P.
By: Avenue Venture Opportunities Partners II, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Authorized Signatory

Address for Notices:

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

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007549 FRAME: 0111

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

GRANTOR:

SOURCE GLOBAL, PBC

By: _____
Name: Cody Friesen
Title: Chief Executive Officer

Address for Notices:

1465 North Scottsdale Road, Suite 600
Scottsdale, Arizona 85257
Attn:
Fax #:
Phone #:

SECURED PARTIES:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.
By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

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

AVENUE VENTURE OPPORTUNITIES FUND II,
L.P.

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

By: _____
Name: ~~Sonia~~ Gardner
Title: Authorized Signatory

Address for Notices:

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

[Signature page to Intellectual Property Security Agreement]

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P., as Agent

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By:

Name: Sonia Gardner

Title: President and Managing Partner

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
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EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

[see attached]

U.S. and Foreign Patent Applications/ Issued Patents

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Generating Liquid Water From Air	U.S.	15/528,366 5/19/2017	10,835,861 11/17/2020	Arizona Board of Regents on Behalf of Arizona State	Issued
Systems and Methods for Generating Liquid Water From Air	U.S. – Con	17/081,898 10/27/2020	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	AU	2015349722 11/20/2015	2015349722 06/03/2021	Arizona Board of Regents on Behalf of Arizona State	Issued
Systems and Methods for Generating Liquid Water From Air	AU – Div.	2021201325 03/01/2021		Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	CA	2,975,167 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	EP	15825979.6 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	HK	18104719.2 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	MX	MX/a/2017/013258 10/13/2017	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	BR	BR 11 2017 021842 9 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	CN	201580073914.3 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Generating Liquid Water From Air	CN – Div.	202110545596.3 05/19/2021	CN1074055 60B 06/08/2021	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	ZA	2017/04960 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	SG	11201706022U 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Pending
Systems and Methods for Generating Liquid Water From Air	SG – Div. #1	10201913082R 11/20/2015	N/A	Arizona Board of Regents on Behalf of Arizona State	Allowed
Systems and Methods for Water Extraction Control	U.S.	15/600,046 5/19/2017	10,357,739 07/23/2019	Source Global, PBC	Issued
Systems and Methods for Water Extraction Control	U.S.	16/517,435 07/19/2019	10,632,416 04/28/2020	Source Global, PBC	Issued
Systems and Methods for Water Extraction Control	U.S.	16/820,587 03/16/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	AU	2017267967 5/19/2017	N/A	Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	TW	106116793 5/19/2017	N/A	Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	CN	201780044144.9 5/19/2017	N/A	Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	SA	518400468 11/20/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Water Extraction Control	SA – Div	521421214 02/09/2021		Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	ZA	2018/08579 12/19/2018	N/A	Source Global, PBC	Pending
Systems and Methods for Water Extraction Control	AE	P6001601/2018 11/20/2018	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	U.S.	16/855,965 04/22/2020	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	WO	PCT/US2020/029401 04/22/2020	N/A	Source Global, PBC	Published
Thermal Desiccant Systems and Methods for Generating Liquid Water	AU	TBD	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	EP	TBD	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	MX	MX/a/2021/012655 10/14/2021	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	BR	BR112021021014-8 10/20/2021	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	CN	TBD	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Thermal Desiccant Systems and Methods for Generating Liquid Water	IN	TBD	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	ZA	TBD	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	UAE	P6001895/2021 10/18/2021	N/A	Source Global, PBC	Pending
Thermal Desiccant Systems and Methods for Generating Liquid Water	MY	PI 2021006318 10/21/2021	N/A	Source Global, PBC	Pending
Solar Thermal Unit	U.S.	15/482,104 04/04/2017	10,469,028 11/05/2019	Source Global, PBC	Issued
Solar Thermal Unit	U.S.	16/543,323 08/16/2019	11,159,123 10/26/2021	Source Global, PBC	Issued
Solar Thermal Unit	U.S.	17/346,023 06/11/2021		Source Global, PBC	Issued
Solar Thermal Unit	AU	2017248330 04/07/2017	2017248330 07/15/2021	Source Global, PBC	Issued
Solar Thermal Unit	AU - Div	2021204314 06/24/2021		Source Global, PBC	Pending
Solar Thermal Unit	HK	19125860.7 02/28/2020	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Solar Thermal Unit	JP	2019-503636 10/05/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending
Solar Thermal Unit	TW	106111605 04/06/2017	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Allowed
Solar Thermal Unit	CN	201780033378.3 11/29/2018	N/A	Source Global, PBC	Pending
Solar Thermal Unit	IN	201817041697 11/03/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending
Solar Thermal Unit	SA	518400195 10/07/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending
Solar Thermal Unit	ZA	2018/07442 11/06/2018	N/A	Source Global, PBC	Allowed
Solar Thermal Unit	AE	P6001404/2018 10/07/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending
Solar Thermal Unit	MY	PI 2018703694 10/05/2018	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	U.S.	16/630,824 01/13/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	AU	2018300250 01/09/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	MX	MX/a/2020/000464 01/13/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	IN	202017005710 02/10/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	PH	1/2020/500092 01/14/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	TH	2001000230 01/14/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	MY	PI 2020000227 01/14/2020	N/A	Source Global, PBC	Pending
Systems for Controlled Treatment of Water with Ozone and Related Methods Therefor	UAE	P6000064/2020 01/14/2020	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	U.S.	16/644,465 03/04/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	AU	2018329665 04/08/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	MX	MX/a/2020/002482 03/04/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	IN	202017014752 04/02/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	PH	1/2020/500422 03/03/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	TH	2001000878 02/14/2020	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Managing Production and Distribution of Liquid Water Extracted from Air	UAE	P6000305/2020 03/03/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	U.S.	16/644,487 03/04/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	AU	2018329660 03/27/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	MX	MX/a/2020/002481 03/04/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	IN	202017014720 04/02/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	PH	1/2020/500442 03/05/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	TH	2001001242 03/03/2020	N/A	Source Global, PBC	Pending
Systems and Methods to Produce Liquid Water Extracted From Air	UAE	P6000304/2020 03/03/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	U.S.	16/753,560 04/03/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	AU	2018346803 05/05/2020	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems for Generating Water With Waste Heat and Related Methods Therefor	MX	MX/a/2020/004213 05/05/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	IN	202017018553 04/30/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	PH	1/2020/550248 04/30/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	TH	2001001912 04/01/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water With Waste Heat and Related Methods Therefor	UAE	P6000499/2020 04/02/2020	N/A	Source Global, PBC	Pending
Systems for Constructing Hierarchical Training Data Sets for Use with Machine-Learning and Related Methods Therefor	U.S.	16/211,896 12/6/2018	N/A	Source Global, PBC	Pending
Systems for Constructing Hierarchical Training Data Sets for Use with Machine-Learning and Related Methods Therefor	AU	2018380168 06/30/2020	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems for Constructing Hierarchical Training Data Sets for Use with Machine-Learning and Related Methods Therefor	MX	MX/a/2020/005896 06/05/2020	N/A	Source Global, PBC	Pending
Systems for Constructing Hierarchical Training Data Sets for Use with Machine-Learning and Related Methods Therefor	IN	202017028497 07/04/2020	N/A	Source Global, PBC	Pending
Systems for Constructing Hierarchical Training Data Sets for Use with Machine-Learning and Related Methods Therefor	SG	11202005334R 06/05/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water for a Shipping Container Farm and Related Methods Therefor	U.S.	16/278,608 02/18/2019	11,160,223 11/02/2021	Source Global, PBC	Issued
Systems for Generating Water for a Shipping Container Farm and Related Methods Therefor	U.S. - Con	17/508,854 10/22/2021		Source Global, PBC	Pending
Systems for Generating Water for a Shipping Container Farm and Related Methods Therefor	AU	2019221791 08/25/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water for a Shipping Container Farm and Related Methods Therefor	MX	MX/a/2020/008596 08/17/2020	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems for Generating Water for a Shipping Container Farm and Related Methods Therefor	IN	202017037089 08/28/2020	N/A	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending
Systems for Generating Water Using Exogenously Generated Heat, Exogenously Generated Electricity, and Exhaust Process Fluids and Related Methods Therefor	U.S.	16/411,048 05/13/2019	N/A	Awaiting executed assignments from inventors	Pending
Systems for Generating Water Using Exogenously Generated Heat, Exogenously Generated Electricity, and Exhaust Process Fluids and Related Methods Therefor	AU	2019265024 11/17/2021	N/A	Source Global, PBC	Pending
Systems for Generating Water Using Exogenously Generated Heat, Exogenously Generated Electricity, and Exhaust Process Fluids and Related Methods Therefor	IN	202017050906 11/23/2020	N/A	Source Global, PBC	Pending
Systems for Generating Water Using Exogenously Generated Heat, Exogenously Generated Electricity, and Exhaust Process Fluids and Related Methods Therefor	UAE	P6001579/2020 11/11/2020	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	U.S.	16/791,895 02/14/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	U.S.	PCT/US2019/057492 10/22/2019	N/A	Source Global, PBC	Published
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	AU	2019364339 05/21/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	EP	19802405.1 05/22/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	MX	MX/a/2021/004483 04/16/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	BR	BR112021007427-9 04/19/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	IN	202117022031 05/17/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	ZA	2021/03470 05/21/2021		Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	UAE	P6000621/2021 04/19/2021		Source Global, PBC	Pending
Systems and Methods for Detecting and Measuring Oxidizing Compounds in Test Fluids	MY	PI 2021002100 04/16/2021		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	U.S.	16/657,935 10/18/2019	N/A	Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	PCT	PCT/US2019/057081 10/18/2019	N/A	Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	AU	2019359894		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	EP	19813203.7		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	MX	MX/a/2021/004482		Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	BR	BR112021007178-4		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	IN	202117022077		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	ZA	2021/03345		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	UAE	P6000599/2021		Source Global, PBC	Pending
Systems and Methods for Generating Liquid Water Using Highly Efficient Techniques That Optimize Production	MY	PI2021002071		Source Global, PBC	Pending
Systems and Methods for Wearable Atmospheric Vapor Extraction	PCT	PCT/US2021/15106 01/26/2021	N/A	Source Global, PBC	Pending
Systems and Methods for Water Treatment and Storage	U.S.	63/106,093 10/27/2020	N/A	Source Global, PBC	Pending
Systems and Methods for Water Treatment and Storage	U.S.	17/512,518 10/27/2021	N/A	Source Global, PBC	Pending
Systems and Methods for Water Treatment and Storage	PCT	PCT/US2021/56910 10/27/2021	N/A	Source Global, PBC	Pending

<u>Title</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Patent No./ Issue Date</u>	<u>Owner</u>	<u>Status</u>
Improved Systems and Methods for Generating Water from Air	U.S.	63/139,216 01/19/2021	N/A	Source Global, PBC	Pending
Improved Systems and Methods for Generating Water from Air	U.S.	63/274,753 11/02/2021	N/A	Source Global, PBC	Pending
Improved Hygroscopic Systems and Methods for Generating Water from Air	U.S.	63/170,366 04/02/2021	N/A	Source Global, PBC	Pending
Water Generation Panel	U.S.	29/779,936 04/21/2021	N/A	Source Global, PBC	Pending

EXHIBIT C

Trademarks

[see attached]

U.S. and Foreign Trademark Applications/ Registrations

Trademark	Country	Serial No./ Reg No.	Filing Date/ Reg. Date	Owner	Status
ZERO MASS WATER	U.S.	87/980,757	2/2/2018	Source Global, PBC	Registered.
		5,842,366	08/27/2019		
ZERO MASS	U.S.	87/980,778	2/2/2018	Source Global, PBC	Registered.
		5,842,367	08/27/2019		
ZERO MASS	U.S.	87/401,637	4/6/2017	Source Global, PBC	Registered.
		5,891,710	10/22/2019		
ZERO MASS	Australia	1877638	10/04/2017	Source Global, PBC	Registered.
		1877638	01/15/2019		
ZERO MASS	Mexico	1956436	10/06/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
		1837710	12/15/2017		
ZERO MASS	Mexico	1956435	10/06/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
		1855013	03/06/2018		
ZERO MASS	China	26758791	10/9/2017	Source Global, PBC	Registered.
		26758791	09/21/2018		
ZERO MASS	India	3650509	10/5/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
		3650509	08/27/2019		


ZERO MASS	Indonesia	AM/32596	10/6/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Published.
ZERO MASS	Philippines	4-2017-016081	10/5/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
ZERO MASS	South Africa	2018/22880	8/8/2018 01/02/2020	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
ZERO MASS	Kenya	103521	08/10/2018	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending.
ZERO MASS	UAE	304969 304969	1/20/2019 05/05/2019	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
ZERO MASS	China	26758790 26758790	10/9/2017 09/21/2018	Source Global, PBC	Registered.
ZERO MASS	China	32638936 32638936	8/2/2018 06/14/2019	Source Global, PBC	Registered.
ZERO MASS	India	3650510 3650510	10/5/2017 08/27/2019	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.

ZERO MASS	Lebanon	75839/2017 181684	10/6/2017 Registered in August 2019 but effective 10/06/2017	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
HYDROPANEL (Supplemental)	U.S.	87/782,508 5859028	2/2/2018 09/10/2019	Source Global, PBC	Registered.
HYDROPANEL	U.S.	1,427,632	08/01/2018	Zero Mass Water, Inc.	Registered. Designated Countries: Australia, Indonesia, India, Japan and Mexico
HYDROPANEL	South Africa	2018/22283	08/02/2018	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Published.
HYDROPANEL	UAE	304970 304970	1/20/2019 05/05/2019	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
HYDROPANEL	UAE	304971 304971	1/20/2019 05/05/2019	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
HYDROPANEL	UAE	304972 304972	1/20/2019 05/05/2019	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Registered.
HYDROPANEL	South Africa	2018/22284	08/02/2018	Zero Mass Water, Inc.; Awaiting recordation of Change of Name to Source Global, PBC	Pending.

HYDROPANEL	South Africa	2018/22296	08/02/2018	Source Global, PBC	Pending.
SOURCE	U.S.	97/034,964	09/19/2021	Source Global, PBC	Pending.
SOURCE	U.S.	87/401,677	4/6/2017	Source Global, PBC	Pending.
SOURCE	U.S.	87/982,050 6,021,499	4/6/2017 03/31/2020	Source Global, PBC	Registered.
SOURCE	U.S.	87/982,657 6115788	4/6/2017 08/04/2020	Source Global, PBC	Registered.
SOURCE	Australia	1877637 1877637	10/4/2017 10/04/2027	Source Global, PBC	Registered.
SOURCE	India	3650507 3650507	10/5/2017 08/27/2019	Source Global, PBC	Registered.
SOURCE	Indonesia	AM/ 32595	10/6/2017	Source Global, PBC	Pending.
SOURCE	Philippines	4-2017-016080	10/5/2017	Source Global, PBC	Pending.
SOURCE	South Africa	2018/22881	8/8/2018	Source Global, PBC	Pending.
SOURCE	UAE	304968 304968	1/20/2019 05/05/2019	Source Global, PBC	Registered.

SOURCE	China	32751259 32751259	8/6/2018 10/14/2020	Source Global, PBC	Registered.
SOURCE	India	3650508 3650508	10/5/2017 Registered in 02/19/2020 but effective as of 10/06/2017	Source Global, PBC	Registered.
SOURCE	Kenya	103520	8/10/2018	Source Global, PBC	Allowed.
SOURCE	Lebanon	75841/2017 181683	10/6/2017 Registered in Aug 2019 but effective as of 10/06/2017	Source Global, PBC	Registered.
SOURCE	U.S.	87/401,674	4/6/2017	Source Global, PBC	Pending.
SOURCE	U.S.	87/981,643 5,947,306	4/6/2017 12/31/2019	Source Global, PBC	Registered.
SOURCE	U.S.	87/981,831 5,947,307	4/6/2017 12/31/2025	Source Global, PBC	Registered.
SOURCE	China	37200836 37200836	4/1/2019 04/28/2021	Source Global, PBC	Registered
SOURCE	India	4757922	11/26/2020	Source Global, PBC	Pending.

SOURCE	China	43966975	1/22/2020	Source Global, PBC	Pending.
SOURCE	China	50154576	09/29/2020	Source Global, PBC	Pending.
SOURCE	UAE	336084	9/22/2020 12/21/2020	Source Global, PBC	Registered.
ZERO MASS WATER	U.S.	87/401,667 5,662,132	04/06/2017 01/22/2019	Source Global, PBC	Registered.
SUNLIGHT + AIR = WATER	U.S.	88/368,312	4/2/2019	Source Global, PBC	Allowed.
SOURCE HYDROPANEL	Mexico	2205337 2030260	5/9/2019 08/16/2019	Source Global, PBC	Registered.
SOURCE	U.S.	88/867,606	4/10/2020	Source Global, PBC	Pending.
SOURCE	Australia	2119915	9/14/2020	Source Global, PBC	Pending.
SOURCE	China	501554575	09/29/2020	Source Global, PBC	Pending.

SOURCE	India	4757923	11/26/2020	Source Global, PBC	Pending.
SOURCE	UAE	336085	9/22/2020 12/21/2020	Source Global, PBC	Registered.
SOURCE	Saudi Arabia	304157	08/03/2021	Source Global, PBC	Pending.
SOURCE	UAE	336085	9/22/2020 12/21/2020	Source Global, PBC	Registered.
	U.S.	90/171,714	9/10/2020	Source Global, PBC	Pending.
SOURCE	China	501554574	09/29/2020	Source Global, PBC	Pending.
SOURCE	India	4757924	11/26/2020	Source Global, PBC	Pending.
SOURCE	Saudi Arabia	304164	08/03/2021	Source Global, PBC	Pending.
SOURCE	UAE	336086	9/22/2020 12/21/2020	Source Global, PBC	Registered.

SOURCE	U.S.	97/107,411	11/03/2021	Source Global, PBC	Pending.
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