

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chasm SPV LLC		02/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AON IP Advantage Fund LP, as Agent		
Street Address:	200 E. Randolph Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6607216	NTEC	
Serial Number:	97159948	CHASM	
Serial Number:	97157094	AGENT	
Serial Number:	97160006	SIGNIS	
Serial Number:	97161563	COMOCAT	
Serial Number:	97161592	V2V	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Craig Tighe		
SIGNATURE:	/s/ Craig Tighe		
DATE SIGNED:	02/12/2022		

CH \$165.00 6607216

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 10, 2022, is entered into by and between Chasm SPV LLC, a Delaware limited liability company (“**Grantor**”), and AON IP Advantage Fund LP, a Delaware limited partnership (“**Agent**”), for the ratable benefit of the Lenders (as defined below) with reference to the following facts:

RECITALS

WHEREAS, Grantor intends to enter into a financing transaction with lenders (the “**Lenders**”) pursuant to the terms of the Loan and Security Agreement to be entered into among the Company, the Lenders, Agent and the other parties named therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein without definition have the meanings assigned to them in the Loan Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Agent and grant Agent, for the ratable benefit of the Lenders, a security interest in and Lien on all of Grantor’s intellectual property as set forth below;

NOW, THEREFORE, to induce Agent to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. **Grant of Security Interest.** To secure the timely payment and performance of the Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in and lien on all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works (as defined below), computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “**Registered Copyrights**”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “**Unregistered Copyrights**”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining

thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “**Copyrights**”;

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, 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**”);
- (j) All mask works or similar rights, now owned or hereafter acquired, including, without limitation, those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Amendments; Supplements. This Agreement may be amended only with the written consent of Grantor and Agent, except as otherwise set forth herein. The foregoing notwithstanding, Grantor authorizes Agent (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any

Intellectual Property Collateral that Grantor obtains after the date of this Agreement (each a “**Supplement**”), and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral (each, a “**Filing**”); provided, however, that prior to taking the actions described in the preceding clause (a) and clause (b), Agent shall deliver to Grantor such Supplement or Filing, as applicable, for Grantor’s review and comment, which review and comment shall be completed within five (5) Business Days of Grantor’s receipt of such documentation; upon the expiration of such time period, Agent may record such documentation.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.


7. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

CHASM SPV LLC, as Grantor

By: Chasm Advanced Materials, Inc., its Manager

By: 
Name: David J. Arthur
Title: President

AON IP ADVANTAGE FUND LP, as Agent

By: Aon IP Advantage Fund GP LLC

Its: General Partner

By: _____
Name: Randy Sidhu
Title: Managing Director

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TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

CHASM SPV LLC, as Grantor

By: _____
Name: _____
Title: _____

AON IP ADVANTAGE FUND LP, as Agent
By: Aon IP Advantage Fund GP LLC
Its: General Partner

DocuSigned by:
Randy Sidhu
By: _____
Name: Randy Sidhu
Title: Managing Director

EXHIBIT A

Copyrights

None

EXHIBIT BPatents

Title	Patent No.	Application No. Filing Date	Issue Date
Transparent Conductive Film		15/789,402 10/20/2017	Pending
Liquid Formulations for Coating and Printing Substrates	9,777,167		10/03/2017
Liquid Formulations for Coating and Printing Substrates	9,777,168		10/03/2017
Transparent Antenna & EMI Shielding		63/271,265 10/25/2021	Provisional
Wire wound coating rod process			Provisional – filing in process
Transparent and Conformable Heater to control temperature of a glass reactor vessel			Provisional – filing in process
Printed Temp Sensor			Provisional – filing in process
Carbon Nanotube Hybrid Materials and Methods of Producing Same		63/146,980 2/8/2021	Pending
Carbon Nanotube Hybrid Material for Green and Smart Concrete Applications		63/255,067 10/13/2021	Provisional
System and Method for Synthesizing Carbon Nanotubes and Hybrid Materials Via Catalytic Chemical Deposition		63/251,334 10/1/2021	Provisional
Long and Narrow Diameter Carbon Nanotubes and Catalysts for Producing Same		63/163,389 3/19/2021	Provisional
Single Wall Carbon Nanotube Purification Process and Improved Single Wall Carbon Nanotubes	10,336,611 B2		10/28/2016
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	ZI.2010800413220.1		12/14/2016
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	2454015	10800624.8	5/15/2019
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	5670451	2012-520819	2/18/2015
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	9,084,990	13/383,963	7/21/2015

Title	Patent No.	Application No. Filing Date	Issue Date
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	9,855,551 B2		1/2/2018
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	5932010	2014-255341	6/8/2016
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	6310956	2016--088743 (divisional of JP- 2012-520819)	3/28/2018
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	HK1175431	13102302.4	2/15/2018
Transparent Conductive Film		16783837.4 10/17/2017	Pending
Transparent Conductive Film		6837472	2/12/2021
Transparent Conductive Film		201717037008 10/18/2017	Pending
Transparent Conductive Film		10-2017-7032168 10/14/2017	Pending
Liquid Formulations for Coating and Printing Substrates	246554		3/4/2011
Liquid Formulations for Coating and Printing Substrates	311913		4/30/2019
Method Of Printing A Carbon Nanotube Ink Or Oil-Based Ink To A Substrate	5311824		10/9/2013
Ink Or Coating Formulation For Application To A Substrate	5888901		3/22/2016
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	602010058935.8		5/15/2019
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	2454015		5/15/2019
Catalyst and Methods for Producing Multi- Wall Carbon Nanotubes	2454015		5/15/2019
Transparent Conductive Film		202110417889.3 4/21/2016	Pending
Transparent Conductive Circuit		17/424,935 7/22/2021	Pending
Transparent Conductive Circuit		EP19883368.3 6/4/2021	Pending
Transparent Conductive Circuit		10-2021-7018212 6/14/2021	Pending
Transparent Conductive Circuit		201980088054.9	Pending

Title	Patent No.	Application No. Filing Date	Issue Date
		7/6/2021	
Transparent Conductive Circuit		2021-538149 6/25/2021	Pending
Curable Carbon Nanotube Ink and Transparent Conductive Films Created Using the Ink		PCT/US2021/054845 10/13/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		17/515,520 10/31/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		20798849.4 10/22/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		10-2021-7039004 11/29/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		202080040681.8 12/1/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		2021-564670 10/29/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		2020264437 10/27/2021	Pending
Carbon-Carbon Nanotube Hybrid Materials and Methods of Producing Same		202117055324 11/30/2021	Pending

EXHIBIT C

Trademarks

Mark Description	Registration No./ Serial No.	Registration Date
NTeC	6607216	01/04/2022
CHASM	97159948	Pending
AgeNT	97157094	Pending
Signis	97160006	Pending
CoMoCAT	97161563	Pending
V2V	97161592	Pending
CHASM-H2O	Pending	Pending

EXHIBIT D

Mask Works

None