

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714328

<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>
EPHEMERAL SOLUTIONS, INC.		02/24/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT PRIVATE VENTURE CREDIT INC.		
<b>Street Address:</b>	2755 SAND HILL ROAD		
<b>City:</b>	MENLO PARK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87689485	EPHEMERAL	
<b>Serial Number:</b>	90300310	REGRET NOTHING	
<b>Serial Number:</b>	90300237	MADE-TO-FADE	
<b>Serial Number:</b>	90242173	EPHEMERAL	
<b>Serial Number:</b>	90242141	EPHEMERAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6508157637		
<b>Email:</b>	aalwine@mwe.com		
<b>Correspondent Name:</b>	Judy M. Mohr/McDermott Will & Emery		
<b>Address Line 1:</b>	415 Mission Street, Suite 5600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2616		
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010EPHEMERAL		
<b>NAME OF SUBMITTER:</b>	Judy M. Mohr		
<b>SIGNATURE:</b>	/Judy M. Mohr/		
<b>DATE SIGNED:</b>	03/14/2022		

CH \$140.00 87689485

**Total Attachments: 7**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of February 24, 2022, by and between TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for itself and Lenders (as defined below) and EPHEMERAL SOLUTIONS, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is Collateral Agent. The words "You" or "Your" refers to the grantor, which is EPHEMERAL SOLUTIONS, INC., and not any individual. The words "the Parties" refers to both Collateral Agent and EPHEMERAL SOLUTIONS, INC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of February 24, 2022 by and among, You, Collateral Agent and the lenders from time to time party thereto in their respective capacities as lenders, each a "Lender" and collectively the "Lenders"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the above, the Intellectual Property Collateral excludes any U.S. intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or an amendment to allege use with the United States Patent and Trademark Office with respect thereto (if any); to the extent and for so long as creation by You of a security interest thereon would result in the loss by You of any rights therein.

You represent and warrant to Us that, as of the date hereof, Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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IP Security Agreement (Ephemeral)

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above-mentioned rights.

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**4. FURTHER ASSURANCES**

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Upon Our reasonable request, You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Upon Our reasonable request, You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the Schedules to this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; ELECTRONIC SIGNATURES**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

Notwithstanding any other provision of this Agreement or the Loan Agreement, (a) this Agreement may, in the sole and absolute discretion of Lender, be presented, delivered and/or executed as a manually signed paper document which has

been converted into electronic form (such as scanned into PDF format or transmitted via facsimile), or an electronically signed document (including pursuant to DocuSign or similar) converted into another format, for transmission, delivery and/or retention; and (b) the exchange of email discussing or negotiating the terms of an amendment or modification, even if such email is signed, does not in and of itself constitute a signed electronic record agreeing to such an amendment or its terms.

**(Signature Page to Follow)**

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

**You:** **EPHEMERAL SOLUTIONS, INC.**  
**Signature:**   
**Print Name:** Jeffrey Liu  
**Title:** Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between EPHEMERAL SOLUTIONS, INC., as You (Grantor)  
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

<b>Patents</b>				
<b>Name</b>	<b>Date Filed</b>	<b>Application No</b>	<b>Country</b>	<b>Case Status</b>
None	N/A	N/A	N/A	N/A

<b>Patent Applications</b>				
<b>Name</b>	<b>Date Filed</b>	<b>Application No</b>	<b>Country</b>	<b>Case Status</b>
PARTICLES CONTAINING COLORING AGENTS AND METHODS OF USING THE SAME	2/1/2021	17/164,308	United States of America	Published
PARTICLES CONTAINING COLORING AGENTS AND METHODS OF USING THE SAME	2/12/2021	63/148,895	United States of America	Application Filed

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between EPHEMERAL SOLUTIONS, INC., as You (Grantor)  
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b><u>TRADEMARK APPLICATIONS</u></b>			
<b>Name</b>	<b>Date Filed</b>	<b>Application Number</b>	<b>Status</b>
EPHEMERAL	11/17/2017	87689485	Abandoned
REGRET NOTHING	11/5/2020	90300310	Pending
MADE TO FADE	11/5/2020	90300237	Pending
EPHEMERAL	10/8/2020	90242173	Pending
EPHEMERAL	10/8/2020	90242141	Pending



**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between EPHEMERAL SOLUTIONS, INC., as You (Grantor)  
and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

<b><u>COPYRIGHT REGISTRATIONS</u></b>			
<b>Registration Number</b>	<b>Title</b>	<b>Registration Date</b>	<b>V&amp;A No.</b>
N/A	N/A	N/A	N/A

<b><u>APPLICATIONS FOR COPYRIGHT REGISTRATIONS</u></b>		
<b>Title</b>	<b>Date Filed</b>	<b>V&amp;A No.</b>
N/A	N/A	N/A