

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718393

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NANOSYS, INC. | | 04/01/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FORTRESS CREDIT CORP., AS AGENT | | |
| Street Address: | 1345 Avenue of the Americas, 46th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10105 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5402373 | HYPERION | |
| Registration Number: | 4560574 | QDEF | |
| Registration Number: | 3676786 | NANOSYS | |
| Registration Number: | 3588877 | | |
| Registration Number: | 4749775 | GLO | |
| Registration Number: | 5124533 | NLED | |
| Registration Number: | 4749774 | GLO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2021 McKinney Ave., Suite 2000 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 27472-31160 | | |
| NAME OF SUBMITTER: | DUSAN CLARK | | |
| SIGNATURE: | /DUSAN CLARK/ | | |

CH \$190.00 5402373

| | |
|---------------------|------------|
| DATE SIGNED: | 04/01/2022 |
|---------------------|------------|

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this 1st day of April, 2022, by **NANOSYS, INC.**, a Delaware corporation (the “**Grantor**”) for the benefit of **FORTRESS CREDIT CORP.**, a Delaware limited liability company (“**Fortress**”), as administrative agent and collateral agent for the Purchasers as defined below (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Note Purchase Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Note Purchase Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, Grantor, as issuer (the “**Issuer**”, and together with other Subsidiaries of the Issuer from time to time party thereto as Guarantors, each a “**Note Party**” and, collectively the “**Note Parties**”), the purchasers that hold Notes issued thereunder from time to time (each a “**Purchaser**” and, collectively, the “**Purchasers**”) and Fortress in its capacity as the Agent, are party to a Note Purchase Agreement, dated as of April 1, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Note Purchase Agreement**”);

WHEREAS, in connection with the Note Purchase Agreement, the Note Parties are party to a Security Agreement, dated as of April 1, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(b) to the extent not otherwise included all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and

all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any Excluded Assets.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.3 of the Note Purchase Agreement also apply to this Agreement.


7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTORS:

NANOSYS, INC.

By: 
Name: Bill Roeschlein
Title: Secretary, Treasurer and Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| Mark Owner | Docket Number | Mark | Country | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---------------|---------------|---|---------------------------------|------------|------------|-----------|------------------|---------------|
| Nanosys, Inc. | 2132.1850000 | HYPERION | US - (United States of America) | 87/045,185 | 5/20/2016 | 5,402,373 | 2/13/2018 | Issued - (G) |
| Nanosys, Inc. | 2132.2310000 | QDEF | US - (United States of America) | 85/164,666 | 10/29/2010 | 4,560,574 | 7/1/2014 | Issued - (G) |
| Nanosys, Inc. | 2132.2330000 | NANOSYS | US - (United States of America) | 76/387,862 | 3/26/2002 | 3,676,786 | 9/1/2009 | Issued - (G) |
| Nanosys, Inc. | 2132.2360000 |  | US - (United States of America) | 78/149,021 | 7/30/2002 | 3,588,877 | 3/10/2009 | Issued - (G) |
| Nanosys, Inc. | | GLÖ | US - (United States of America) | 85676695 | 7/13/2012 | 4,749,775 | <u>7/2/2015</u> | Issued |
| Nanosys, Inc. | | nLED | US - (United States of America) | 85789382 | 11/28/2012 | 5,124,533 | <u>1/17/2017</u> | Issued |
| Nanosys, Inc. | | GLO | US - (United States of America) | 85676659 | 7/13/2012 | 4749774 | 7/2/2015 | Issued - (G) |