

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738383

<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>
Mesotech International, Inc.		06/27/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graycliff Mezzanine III LP		
<b>Street Address:</b>	500 Fifth Avenue, 47th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4120967	MESOTECH INTERNATIONAL	
<b>Registration Number:</b>	4090678	MESOTECH	
<b>Registration Number:</b>	4101835	AWA	
<b>Registration Number:</b>	2709484	AIRPORT WEATHER ADVISOR	
<b>Registration Number:</b>	5704267	SPARKBRIDGE	
<b>Registration Number:</b>	5544258	WEATHER PRO	
<b>Registration Number:</b>	5704266	SPARKBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>	303-629-3400		
<b>Email:</b>	burtner.jody@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	507782-16		
<b>NAME OF SUBMITTER:</b>	Jody L. Burtner, Senior Paralegal		
<b>SIGNATURE:</b>	/Jody L. Burtner/		

OP \$190.00 4120967

<b>DATE SIGNED:</b>	07/01/2022
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**Total Attachments: 4**

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**Confirmatory Grant of Security Interest in Trademarks**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of June 27, 2022, by and from Mesotech International, Inc. (the “Grantor”), to and in favor of Graycliff Mezzanine III LP, a Delaware limited partnership, as administrative agent (in such capacity, together with any successors and assigns in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement defined below).

WHEREAS, the Grantor has granted security interests to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement dated as of June 27, 2022 made by the Grantor and certain other parties in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with 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 herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
  - (b) The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in the Trademarks set forth in Exhibit A or any other trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor;

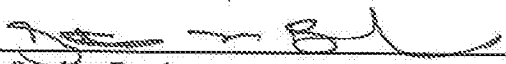
(c) Unless and until an Event of Default shall occur and be continuing and the Administrative Agent shall have notified the Grantor in writing that its rights under this sentence are terminated or suspended (which notification the Administrative Agent shall not be required to give if an insolvency Event of Default is continuing), the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

GRANTOR:

MESOTECH INTERNATIONAL, INC.,  
a California corporation

By:   
Name: Stephen Berchem  
Its: Vice President and Secretary

Signature Page to Confirmatory Grant of Security Interest in Trademark

**TRADEMARK**  
**REEL: 007768 FRAME: 0406**

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Registered</b>	<b>Owner</b>
MESOTECH INTERNATIONAL (Stylized)	4120967	April 3, 2012	Mesotech International, Inc.
MESOTECH	4090678	January 24, 2012	Mesotech International, Inc.
AWA (Stylized)	4101835	February 21, 2012	Mesotech International, Inc.
AIRPORT WEATHER ADVISOR	2709484	April 22, 2003	Mesotech International, Inc.
SPARKBRIDGE (Stylized)	5704267	March 19, 2019	Mesotech International, Inc.
SPARKBRIDGE	5704266	March 19, 2019	Mesotech International, Inc.
WEATHER PRO	5544258	August 21, 2018	Mesotech International, Inc.