

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758180

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900709680		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambient Photonics Inc.		07/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	94052		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6655529	AMBIENT PHOTONICS	
Registration Number:	6690105		
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1746871 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	09/29/2022		
Total Attachments: 9			
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page1.tif			
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page2.tif			

source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page3.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page4.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page5.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page6.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page7.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page8.tif
source=Intellectual_Property_Security_Agreement_-_Ambient_Photonics_-_2391226_Revised#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 27, 2022 by and between **SILICON VALLEY BANK**, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and **AMBIENT PHOTONICS INC.**, a Delaware corporation ("Grantor").

RECITALS

A. **SILICON VALLEY BANK** and **TRINITY CAPITAL INC.**, a Maryland corporation (individually and collectively, the "Lenders") have 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 that certain Loan and Security Agreement by and among the Lenders, Agent and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) constituting Collateral to secure its obligations under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following, in each case, solely to the extent constituting Collateral:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like 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");

(e) Any trademark and servicemark rights, whether registered or not, applications to register 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) 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 license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes 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. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

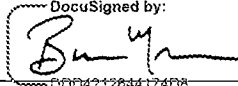
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows]

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

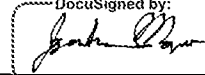
GRANTOR:

AMBIENT PHOTONICS, INC.

DocuSigned by:

By: _____
Name: Bates Marshall
Title: President and Chief Executive Officer

AGENT:

SILICON VALLEY BANK, as Agent

DocuSigned by:

By: _____
Name: Jackson Morrow
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B**Patents**

Patents and Patent Applications	Registration No.	Application No.	Status	Jurisdiction
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	PCT/US16/61281	Abandoned	PCT
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	2016-353004	Pending	Australia
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	3,005,212	Pending	Canada
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	2016-80078656.2	Pending	China
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	16864979.6	Pending	Europe
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	259674	Pending	Israel
Benzofuran Derivatives for the Treatment of CNS and other Disorders	-	2018-524421	Pending	Japan
Benzofuran Derivatives for the Treatment of CNS and other Disorders	10,590,100	15/774,638	Issued	United States
Stilbene Derivatives for the Treatment of CNS and other Disorders	-	PCT/US18/31485	Abandoned	PCT
Stilbene Derivatives for the Treatment of CNS and other Disorders	-	18798060.2	Pending	Europe
Stilbene Derivatives for the Treatment of CNS and other Disorders	-	16/611,945	Pending	United States
Stilbene and Fused Stilbene Derivatives as Solar Cell Dyes	-	PCT/US18/31489	Pending	PCT

Stilbene and Fused Stilbene Derivatives as Solar Cell Dyes	-	18798831.6	Pending	Europe
Stilbene and Fused Stilbene Derivatives as Solar Cell Dyes	-	16/611,963	Pending	United States
Solar Cell Dyes for Copper Redox- based Dye Sensitized Solar Cells and Combinations- Thereof	-	PCT/US19/040955	Pending	PCT
Solar Cell Dyes for Copper Redox- based Dye Sensitized Solar Cells and Combinations- Thereof	-	TW 108134097	Pending	Taiwan
Dye-Sensitized Photovoltaic Cells	-	PCT/US19/051849	Pending	PCT
Dye-Sensitized Photovoltaic Cells	-	TW 108134099	Pending	Taiwan

EXHIBIT C

Trademarks


Mark	Country	Status
AMBIENT PHOTONICS	United States	Registration Number: 6655529; Serial Number: 90620241; Filed on April 2, 2021; application pending
	Australia	Approved on November 10, 2021
	Canada	Forwarded under Madrid Protocol and in national rejection period
	China	Forwarded under Madrid Protocol and in national rejection period
	European Union	Preliminarily approved on July 7, 2021; in individual country objection period until October 28, 2021
	Israel	Provisionally approved on August 11, 2001; in opposition period
	Japan	Forwarded under Madrid Protocol and in national rejection period
	Korea	Forwarded under Madrid Protocol and in national rejection period
	Taiwan	Filed on July 19, 2021; application pending
	United States	Registration Number: 6690105; Serial Number: 90625841; Filed on April 6, 2021; application pending
	Australia	Awaiting forwarding under Madrid Protocol
	Canada	Awaiting forwarding under Madrid Protocol
	China	Awaiting forwarding under Madrid Protocol
	European Union	Awaiting forwarding under Madrid Protocol
	Israel	Awaiting forwarding under Madrid Protocol
	Japan	Awaiting forwarding under Madrid Protocol
	Korea	Awaiting forwarding under Madrid Protocol
	Taiwan	Filed on July 19, 2021; application pending

EXHIBIT D

Mask Works

None.

NY-2391226

RECORDED: 07/28/2022

**TRADEMARK
REEL: 007812 FRAME: 0154**