

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775236

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900726415

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARBICE CORPORATION		12/31/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Western Alliance Bank
<b>Street Address:</b>	55 Almaden Boulevard
<b>Internal Address:</b>	Suite 100
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	Corporation: ARIZONA

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	97593056	ACHIEVE MORE WITH CARBICE
Serial Number:	97549907	ACHIEVE MORE WITH CARBICE
Serial Number:	97530131	ACHIEVE MORE WITH CARBICE
Serial Number:	97528676	ACHIEVE MORE WITH CARBICE
Serial Number:	97526823	SPACE PAD
Serial Number:	97526803	CONTACT PAD
Serial Number:	97526762	ICEPAD
Serial Number:	97526575	C CARBICE
Serial Number:	97526543	C CARBICE
Serial Number:	97526473	C
Serial Number:	97501569	CARBICE IS THE MATERIAL FOR PIONEERS
Serial Number:	97501536	CARBICE IS THE MATERIAL FOR PIONEERS
Serial Number:	97501522	CARBICE IS THE MATERIAL FOR PIONEERS
Serial Number:	97497583	CARBICE IS THE MATERIAL FOR PIONEERS
Registration Number:	6411809	C
Registration Number:	5833176	CARBICE
Registration Number:	5715875	ICEBOX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5370718	INFINITY
Registration Number:	5237898	CARBICE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 8007130755

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
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<b>SIGNATURE:</b>	/Gloria Sheehan/
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<b>DATE SIGNED:</b>	12/19/2022
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**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CARBICE CORPORATION

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 31, 2021

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Western Alliance Bank

Street Address: 55 Almaden Blvd., Suite 100

City: San Jose

State: California

Country: United States Zip: 95113

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Arizona
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Exhibit B

B. Trademark Registration No.(s)

See Attached Exhibit B

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676

Docket Number: \_\_\_\_\_

Email Address: cls-usal@wolterskluwer.com

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

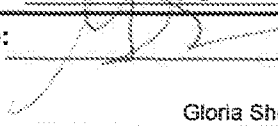
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Gloria Sheehan

October 18, 2022

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 13, 2022, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and CARBICE CORPORATION, a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of December 31, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

CARBICE CORPORATION, a Delaware corporation

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:  
Baratunde Cola  
Name: Dr. Baratunde Cola  
Title: Chief Executive Officer

By: DocuSigned by:  
Blake Reid  
Name: Blake Reid  
Title: Authorized Signatory

Address for Notices:  
1050 White Street SW  
Atlanta, GA 30310  
Attn: Marcus Walker  
E-mail: marcus.walker@carbice.com

Address for Notices:  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

**EXHIBIT B****TRADEMARKS**Please Check if No Trademarks Exist 

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ACHIEVE MORE WITH CARBICE	97593056			9/15/22
ACHIEVE MORE WITH CARBICE	97549907			8/16/22
ACHIEVE MORE WITH CARBICE	97530131			8/2/22
ACHIEVE MORE WITH CARBICE	97528676			8/1/22
SPACE PAD	97526823			7/29/22
CONTACT PAD	97526803			7/29/22
ICEPAD	97526762			7/29/22
C CARBICE	97526575			7/29/22
C CARBICE	97526543			7/29/22
C	97526473			7/29/22
CARBICE IS THE MATERIAL FOR PIONEERS	97501569			7/13/22
CARBICE IS THE MATERIAL FOR PIONEERS	97501536			7/13/22
CARBICE IS THE MATERIAL FOR PIONEERS	97501522			7/13/22
CARBICE IS THE MATERIAL FOR PIONEERS	97497583			7/11/22
C	88274352	6411809		2/25/20
CARBICE	88262406	5833176		5/28/19
ICEBOX	86946935	5715875		3/21/16
INFINITY	86948896	5370718		2/28/17
CARBICE	86948368	5237898		7/4/17

## EXHIBIT C

## PATENTS

Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Vertically aligned arrays of carbon nanotubes formed on multilayer substrates	13/546,827	9656246	ISSUED	5/23/17
Vertically aligned arrays of carbon nanotubes formed on multilayer substrates	14/414,227	9833772	ISSUED	12/5/17
Carbon nanotube-based thermal interface materials and methods of making and using thereof	15/913,534	10461015	ISSUED	10/9/19
Coated electrical connectors and methods of making and using thereof	16/138,852	10707596	ISSUED	3/26/20
Methods for reducing thermal resistance of carbon nanotube arrays or sheets	14/345,897	10468327	ISSUED	11/5/19
Carbon nanotube-based thermal interface materials and methods of making and using thereof	15/603,080	10,791,651 B2	ISSUED	9/29/20
Heat sink with foil layer and stylized pins (staggered (color))	29/703,508	D906,269	ISSUED	12/29/20
Heat sink with foil layer and stylized pins (Aligned (color))	29/703,632	D903,610 S	ISSUED	12/1/20
Heat sink with foil layer and stylized pins (Staggered (color))	29/703,637	D904,322 S	ISSUED	12/8/20
Flexible and conformable polymer-based heat sinks and methods of making and using thereof	16/560,610	10,859,330 B1	ISSUED	12/8/20
Carbon nanotube-based thermal interface materials and methods of making and using thereof	16/665,848	11,302,603	ISSUED	4/12/22
Methods for reducing thermal resistance of carbon nanotube arrays or sheets	16/673,407	11,315,853	ISSUED	4/26/22
Carbon nanotube-based thermal interface materials and methods of making and using thereof	17/010,440	11,291,139	ISSUED	3/29/22