

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TOMORROW COMPANIES, INC.		12/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL INC.		
Street Address:	1 N. 1st Street, Floor 3		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87233876	CLIMACELL	
Serial Number:	87335720	HYPERCAST	
Serial Number:	87977225	HYPERCAST	
Serial Number:	87976436	CLIMACELL	
Serial Number:	88805843	SO YOU CAN TAKE CONTROL	
Serial Number:	87272940	ARENA	
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>		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	058488-0072		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/27/2022		

OP \$165.00 87233876

Total Attachments: 15

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PURSUANT TO THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF DECEMBER 14, 2022, BETWEEN TRINITY CAPITAL INC. ("TRINITY") AND SILICON VALLEY BANK ("SVB"), TRINITY'S RIGHT TO PAYMENT AND PERFORMANCE PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT BETWEEN TRINITY AND THE TOMORROW COMPANIES INC., DATED AS OF DECEMBER 14, 2022, AND ALL LIENS AND SECURITY INTERESTS SECURING SUCH PAYMENT AND PERFORMANCE, ARE SUBORDINATED TO SVB'S RIGHT TO FULL PAYMENT AND PERFORMANCE PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT, BETWEEN SVB AND THE TOMORROW COMPANIES. INC., DATED AS OF DECEMBER 14, 2022.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 14, 2022, is made by THE TOMORROW COMPANIES INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit 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 Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(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, re-examination certificates, utility models, 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, 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 Lender.

Grantor hereby authorizes Lender 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.

3. 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 Lender 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of 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:

THE TOMORROW COMPANIES INC.,
a Delaware corporation

DocuSigned by:
Shimon Elkabetz
By: _____
Name: Shimon Elkabetz
Title: Chief Executive Officer

LENDER:

TRINITY CAPITAL INC.
a Maryland corporation

DocuSigned by:
Sarah Stanton
By: _____
Name: Sarah Stanton
Title: General Counsel and Chief
Compliance Officer

COPY VIEW

EXHIBIT A

COPYRIGHTS

Not Applicable

COPY VIEW

EXHIBIT B**PATENTS**

TOMORROW COMPANIES, INC. Patent Table

<u>Title</u>	<u>Filing Date</u>	<u>Application Number</u>
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"2" FAMILY		
TOMORROW-P1 Real-Time Implementation and Application of Environmental monitoring	6/24/2016	US: 62/354320
TOMORROW-P2 Real-Time Precipitation Forecasting System	3/30/2017	US: 62/479025
TOMORROW-PC2 Real-Time Precipitation Forecasting System	6/23/2017	PCT: US2017/ 039039
TOMORROW-EP2 Real-Time Precipitation Forecasting System	1/24/2019	EP: 17816311.9

TOMORROW-U2 Real-Time Precipitation Forecasting System	6/23/2017	US: 15/632025
TOMORROW-U2C1 Real-Time Precipitation Forecasting System	8/13/2018	US: 16/102659
TOMORROW-U2C2 Real-Time Precipitation Forecasting System	1/28/2021	US: 17/161247
TOMORROW-U2C3 Real-Time Precipitation Forecasting System	8/2/2022	US: 17/879691
"4" FAMILY		
TOMORROW-P3 Improved Real-Time Weather Forecasting System	11/3/2017	US: 62/581531
TOMORROW-P4 Systems and Methods for Real Time Weather Forecasting	12/21/2017	US: 62/609096

TOMORROW-PC4 Improved Real-Time Weather Forecasting System	12/21/2018	PCT: US2018/ 067203
TOMORROW-EP4 Improved Real-Time Weather Forecasting System	7/21/2020	EP: 18893019.2
TOMORROW-U4A Improved Real-Time Weather Forecasting System for Transportation Systems	11/5/2018	US: 16/181137
TOMORROW-U4AC1 Improved Real-Time Weather Forecasting System for Transportation Systems	2/16/2021	US: 17/176886
TOMORROW-U4B Improved Real-Time Data Pipeline Techniques for Improving a Fast Weather Forecasting System	11/5/2018	US: 16/181148

TOMORROW-U4BC1 Improved Real-Time Data Pipeline Techniques for Improving a Fast Weather Forecasting System	2/25/2022	US: 17/681338
"5" FAMILY		
TOMORROW-P5 Forecasting Method with Machine Learning	10/30/2018	US: 62/752781
TOMORROW-U5 Forecasting Method with Machine Learning	10/30/2019	US: 16/669479
TOMORROW-U5C1 Forecasting Method with Machine Learning	5/16/2022	US: 17/745498
"100" Family		
TOMORROW-P100 Mobile Radar for Visualizing Topography	7/29/2016	US: 62/368203

TOMORROW-U100 Mobile Radar for Visualizing Topography	7/21/2017	US: 15/657056
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TOMORROW-U100C1 Mobile Radar for Visualizing Topography	7/9/2020	US: 16/925019
"101" Family		
TOMORROW-P101 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	3/31/2017	US: 62/479981
TOMORROW-U101 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	3/29/2018	US: 15/939562
TOMORROW-U101C1 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	2/1/2021	US: 17/163640

"102" Family		
TOMORROW-P102 Scanning Synthetic Aperature Sonar System	5/28/2019	US: 62/835282

TOMORROW-U102 Scanning Synthetic Aperture Sonar System	5/27/2020	US: 16/885193
"103" Family		
TOMORROW-P103 Conical Scan Weather Radar	3/31/2020	US: 63002479
TOMORROW-U103 Conical Scan Weather Radar	3/31/2021	US: 17/219659
TOMORROW-PC103 Conical Scan Weather Radar	3/31/2021	PCT/US21/ 25253

EXHIBIT C

Trademarks

Description and Mark
Date

Registration/Application Number

Registration/Application

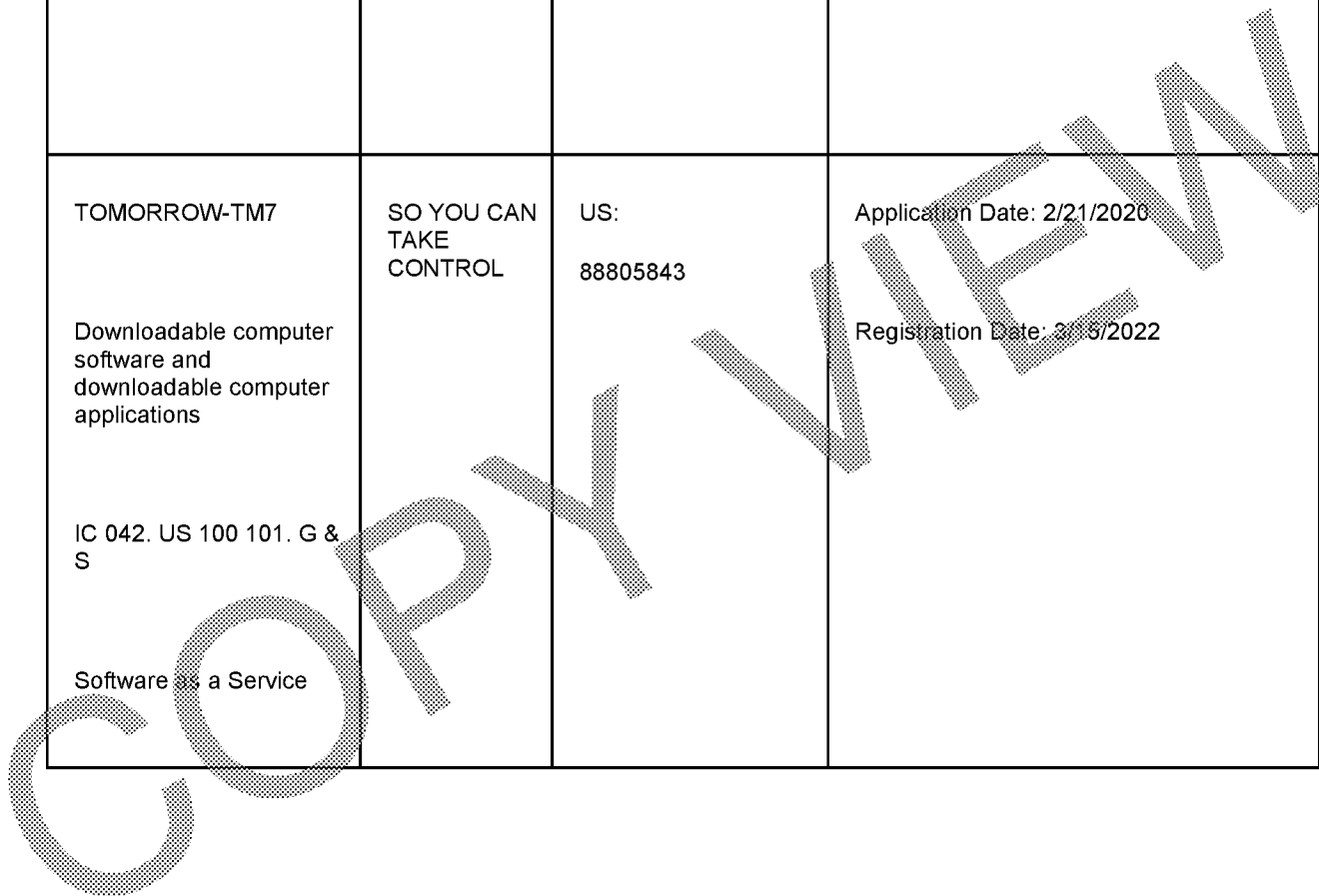
TOMORROW COMPANIES, INC. Trademark Table

INSPYRIS ID	Word Mark	Application Number	Registration Date
<p>TOMORROW-TM2</p> <p>IC 009. US 021 023 026 036 038. G & S</p> <p>Downloadable computer software and downloadable computer applications</p>	<p>CLIMACELL</p>	<p>US: 87233876</p>	<p>Application Date: 11/11/2016 Registration Date: 2/12/2019</p>

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<p>TOMORROW-TM3</p> <p>IC 009. US 021 023 026 036 038. G & S</p> <p>Downloadable computer software and downloadable computer applications</p>	<p>HYPERCAST</p>	<p>US: 87335720</p>	<p>Application Date: 2/14/2017 Registration Date: 1/8/2019</p>
<p>TOMORROW-TM4</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	<p>HYPERCAST</p>	<p>US: 87977225</p>	<p>Application Date: 2/14/2017 Registration Date: 5/8/2018</p>

<p>TOMORROW-TM5</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	<p>CLIMACELL</p>	<p>US: 87976436</p>	<p>Application Date: 11/11/2016</p> <p>Registration Date: 1/23/2018</p>
<p>TOMORROW-TM7</p> <p>Downloadable computer software and downloadable computer applications</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	<p>SO YOU CAN TAKE CONTROL</p>	<p>US: 88805843</p>	<p>Application Date: 2/21/2020</p> <p>Registration Date: 3/15/2022</p>



<p>TOMORROW-TM8</p> <p>IC 009. US 021 023 026 036 038. G & S:</p> <p>Computer hardware and software systems for generation, capture, processing, storage and display of digital radar, sonar and radiometry signals; Radar apparatus; Radar receivers with amplifiers; Sonar; Sonar equipment and parts thereof.</p>	<p>ARENA</p>	<p>US: 87272940</p>	<p>Application Date: 12/19/2016</p> <p>Registration Date: 6/16/2020</p>
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International Trademarks Owned by The Tomorrow Companies Inc. (but which stand in the name of Climacell, Inc.)

Mark	Country	Status/Status Date	App. No./Reg. No.	Int'l Classes	Record Owner
CLIMACELL	European Union	Registered/ Aug. 14, 2017	016611253	9, 42	Climacell, Inc.
CLIMACELL	Great Britain	Registered/August 14, 2017	UK00916611253	9, 42	Climacell, Inc.

EXHIBIT D

MASK WORKS

None

COPY VIEW