

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOLEKULE GROUP, INC. (F/K/A AEROCLEAN TECHNOLOGIES, INC.)		01/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	505 Howard Street, 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6853621	STERIDUCT	
Serial Number:	90584548	PURGO LIFT	
Serial Number:	90584541	PURGO	
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:	1881667 TM B		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	01/12/2023		

OP \$90.00 6853621

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 12, 2023 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, 3rd Floor, San Francisco, California 94105 (“Bank”) and **MOLEKULE GROUP, INC. (F/K/A AEROCLEAN TECHNOLOGIES, INC.)**, a Delaware corporation, with its principal place of business located at 10455 Riverside Drive, Palm Beach Gardens, Florida 33410 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **MOLEKULE, INC.**, a Delaware corporation (jointly and severally, individually and collectively “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among Bank and Borrower dated as of March 22, 2021, as amended by a certain First Loan Modification Agreement dated as of May 19, 2022, as further amended by a certain Second Loan Modification Agreement dated as of October 1, 2022, and as further amended and affected by a certain Joinder and Third Loan Modification Agreement 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). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank 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 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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:

MOLEKULE GROUP, INC. (F/K/A
AEROCLEAN TECHNOLOGIES, INC.)

DocuSigned by:
By: Ritankar "Routi" Pal
Name: Ritankar Pal
Title: Chief Operating Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Sheila Colson
Name: Sheila Colson
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Air Sterilization and Disinfection Apparatus and Method	14829593.4	25-Jul-2014
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	16858222.9	20-Oct-2016
Air Sterilization and Disinfection Apparatus and Method	201637004406	25-Jul-2014
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	201837013736	20-Oct-2016
Air Sterilization and Disinfection Apparatus	2016-530064	25-Jul-2014
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	14/921,638	23-Oct-2015
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	2018-540690	20-Oct-2016
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	10-2018-7014409	20-Oct-2016
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	518391412	20-Oct-2016
Air Sterilization and Disinfection Apparatus and Method	8900519	02-Dec-2014
Air Sterilization and Disinfection Apparatus	9974880	22-May-2018
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	11000622	1-May-2021
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	17/066,166	08-Oct-2020
Air Sterilization and Disinfection Method	9480768	01-Nov-2016
Air Sterilization and Disinfection Method	PCT/US14/48144	25-Jul-2014
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	PCT/US16/57932	20-Oct-2016
UV Sterilization Apparatus, System, and Method for Forced-Air Patient Heating Systems	PCT/US18/24228	25-Mar-2018
Air Treatment System and Method	18851780.9	25-Mar-2018
Air Treatment System and Method	202037007585	25-Mar-2018
Air Treatment System and Method	2020-534160	25-Mar-2018
Air Treatment System and Method	10-2020-7008612	25-Mar-2018
Air Treatment System and Method	520411446	25-Mar-2018
Air Treatment System and Method	11406729	09-Aug-2022

Air Treatment System and Method	62/552,547	31-Aug-2017
Air Treatment System and Method	PCT/US18/24228	25-Mar-2018
UV Sterilization Apparatus, System, and Method for Aircraft Air Systems	16/882,055	22-May-2020
UV Sterilization Apparatus, System, and Method for Aircraft Air Systems	PCT/US21/33752	21-May-2021
Integrated Air Sanitizer and Surface Disinfectant	17/474,598	14-Sep-2021
Integrated Air Sanitizer and Surface Disinfectant	63/078,082	14-Sep-2020
Integrated Air Sanitizer and Surface Disinfectant	PCT/US21/50342	14-Sep-2020
Air Sterilization Insert for Heating, Ventilation, and Air Conditioning (HVAC)Systems	17/073,658	19-Oct-2020
Air Sterilization Insert for Heating, Ventilation, and Air Conditioning (HVAC)Systems	PCT/US21/55670005 PCT	19-Oct-2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STERIDUCT	6853621 Serial No. 90584553	20-Sep-2022
PÜRGO LIFT	Serial No. 90584548	17-Mar-2021
PÜRGO	Serial No.90584541	17-Mar-2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A