

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATOMICA CORP.		11/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ST. CLOUD CAPITAL PARTNERS IV SBIC, L.P.		
Street Address:	10866 WILSHIRE BOULEVARD		
Internal Address:	SUITE 1450		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3757243	CENFIRE	
Registration Number:	6643365	ATOMICA	
Registration Number:	2673392	INNOVATIVE MICRO TECHNOLOGY	
Registration Number:	2770946	IMT	
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:	12063707605		
Email:	SETrademarks@klgates.com		
Correspondent Name:	Pam Kohli Jacobson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	1006901.00037		
NAME OF SUBMITTER:	Pam Kohli Jacobson		
SIGNATURE:	/Pam Kohli Jacobson/		
DATE SIGNED:	02/22/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 1st day of November, 2022, by ATOMICA CORP., a Delaware corporation (“Grantor”), in favor of ST. CLOUD CAPITAL PARTNERS IV SBIC, L.P., a Delaware limited partnership (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Note Purchase Agreement dated as of November 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of November 1, 2022, by and between Grantor and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement and Security Agreement. The Note Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising, in each case, to the extent constituting Collateral:

(i) each Trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any

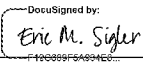
applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Obligations have been indefeasibly paid in full in Cash and all commitments to lend under the Note Documents have been terminated, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

ATOMICA CORP.

By:  _____
Name: Eric Sigler
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Above Written:

**ST. CLOUD CAPITAL PARTNERS IV SBIC,
L.P.,** as Purchaser

By: _____
Name: Kacy Rozelle
Title: Managing Member

[Trademark Security Agreement]

**TRADEMARK
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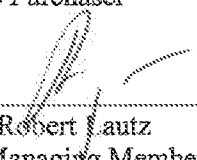
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

ATOMICA CORP.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Above Written:

**ST. CLOUD CAPITAL PARTNERS IV SBIC,
L.P., as Purchaser**

By:  _____
Name: Robert Lautz
Title: Managing Member

[Trademark Security Agreement]

**TRADEMARK
REEL: 007979 FRAME: 0345**

SCHEDULE 1

Trademarks

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Innovative Micro Technology, Inc.	3,757,243	Cenfire
Atomica Corp.	6,643,365	Atomica
Innovative Micro Technology, Inc.	2,673,392	Innovative Micro Technology
Innovative Micro Technology, Inc.	2,770,946	IMT

Schedule 1

313574991.2

RECORDED: 02/22/2023

**TRADEMARK
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