

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796861

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900759122

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Source Global, PBC		02/17/2023	Public Benefit Corporation:
Proud Source Water, LLC		02/17/2023	Statutory Public Benefit Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Avenue Venture Opportunities Fund, L.P.
<b>Street Address:</b>	11 West 42nd Street, 9th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	6902174	SPARKLING PROUD SOURCE SPRING WATER
<b>Registration Number:</b>	6902173	PROUD SOURCE SPRING WATER
<b>Registration Number:</b>	6890410	PROUD SOURCE SPRING WATER
<b>Registration Number:</b>	6890322	PROUD SOURCE SPRING WATER
<b>Registration Number:</b>	5855592	PROUD SOURCE PRISTINE ROCKY MOUNTAIN SPR
<b>Registration Number:</b>	5546761	PROUD SOURCE WATER
<b>Registration Number:</b>	5292654	PROUD SOURCE WATER
<b>Registration Number:</b>	6641163	BY NATURE FOR NATURE
<b>Serial Number:</b>	90500205	SPARKLING PROUD SOURCE SPRING WATER
<b>Registration Number:</b>	6879743	SOURCE
<b>Registration Number:</b>	6886130	

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: njohnson@chapman.com

Correspondent Name: Nicole Johnson

TRADEMARK

**Address Line 1:** 595 Market Street, Suite #1100  
**Address Line 4:** San Francisco, CALIFORNIA 94105

**NAME OF SUBMITTER:** Nicole Johnson

**SIGNATURE:** /Nicole Johnson/

**DATE SIGNED:** 03/23/2023

**Total Attachments: 13**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of February 17, 2023, among PROUD SOURCE WATER, LLC, a Delaware public benefit limited liability company and SOURCE GLOBAL, PBC, a Delaware public benefit corporation (each a “Grantor” and collectively the “Grantors”), AVENUE VENTURE OPPORTUNITIES FUND, L.P. (“Avenue”, as administrative agent and collateral agent (in such capacity, “Agent”), on behalf of Avenue and AVENUE VENTURE OPPORTUNITIES FUND II, L.P. (“Avenue 2” and together with Avenue, in its capacity as a secured party, collectively, “Secured Parties”, and each a “Secured Party”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement and that certain Supplement each dated as of December 30, 2021 between the Grantors, as borrowers, Secured Parties and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), each Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “Loans”) in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Each Secured Party is willing to make the Loans to Grantors and enter into that certain Second Amendment to Loan and Security Agreement and Supplement, dated as of the date hereof, but only upon the condition, among others, that each Grantor shall grant to Agent, on behalf of such Secured Parties, a security interest in substantially all of such Grantor’s personal property whether presently existing or hereafter acquired. To that end, each Grantor has executed in favor of Agent and Secured Parties the Loan Agreement granting a security interest to Agent, on behalf of the Secured Parties, in all Collateral and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors present or future Obligations, each Grantor hereby grants a security interest and mortgage to Agent, on behalf of each Secured Party, as security, in and to each Grantor’s entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by such Grantor or in which such Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “Collateral” for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues,

continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of each Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) 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.

Notwithstanding the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of any Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term “Collateral” shall include, and each Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent and Secured Parties’ unconditional continuing security interest in and to all rights, title and interests of each Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Each Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, no Grantor will transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents that is material to each Grantor's business is valid and enforceable, and no part of the Collateral that is material to such Grantor's business has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral that is material to such Grantor's business violates any material rights of any third party;

(d) Each Grantor shall deliver to Agent together with each Compliance Certificate, a list of (i) any applications or registrations that each Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations, and (iii) any material change in any Grantor's Trademarks, Patents and Copyrights;

(e) Each Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights that are material to its business, (ii) promptly advise Agent in writing of material infringements detected with respect to the Trademarks, Patents and Copyrights that are material to its business, and (iii) not allow any material Trademarks, Patents or Copyrights that are material to its business to be abandoned, forfeited or dedicated to the public unless such Grantor deems it to be in the best interest of such Grantor's business;

(f) Each Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any material product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that such Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Each Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Parties or Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, on behalf of the Secured Parties; and

(g) No Grantor shall enter into any agreement that would materially impair or directly conflict with such Grantor's obligations hereunder without Secured Parties' prior written consent, which consent shall not be unreasonably withheld. No Grantor shall permit the inclusion in any material contract to which it becomes a party of any provisions that prevents the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, each Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such

instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Parties, to perfect Secured Parties' security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent and Secured Parties the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Agent and each Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Agent or such Secured Parties' discretion, to take any action and to execute any instrument which Agent or such Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification, solely by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which such Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Agent, any Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of an "Event of Default" under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Agent and Secured Parties alone.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Each Grantor, Secured Parties and Agent expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

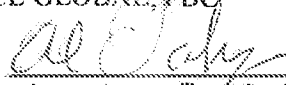
7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

*[Signature Pages Follow]*

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

**GRANTORS:**

PROUD SOURCE WATER, LLC  
SOURCE GLOBAL, PBC

By:   
Name: AL-HUSSEIN DAMA  
Title: CEO

Address for Notices:

1465 N Scottsdale Rd, Ste 600  
Scottsdale, AZ 85257  
Attn: Melanie Hansen  
Phone #: 480-267-4969  
Email: melanie@source.co

**SECURED PARTIES:**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: GL Venture Opportunities Partners I LLC

Its: Managing Member

By: \_\_\_\_\_

Name: Sonia Gardner

Title: Member

AVENUE VENTURE OPPORTUNITIES FUND II,  
L.P.

By: Avenue Venture Opportunities Partners II, LLC

Its: General Partner

By: GL Venture Opportunities Partners II LLC

Its: Managing Member

By: \_\_\_\_\_

Name: Sonia Gardner

Title: Member

Address for Notices:

11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Attn: Todd Greenberg, Senior Managing Director  
Fax # 212-878-3552  
Phone # 212-878-3523

*[Signature page to Intellectual Property Security Agreement]*

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

**GRANTORS:**

PROUD SOURCE WATER, LLC  
SOURCE GLOBAL, PBC

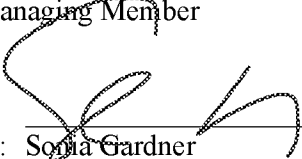
By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

1465 N Scottsdale Rd, Ste 600  
Scottsdale, AZ 85257  
Attn: Melanie Hansen  
Phone #: 480-267-4969  
Email: melanie@source.co

**SECURED PARTIES:**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.  
By: Avenue Venture Opportunities Partners, LLC  
Its: General Partner  
By: GL Venture Opportunities Partners I LLC  
Its: Managing Member

By:   
Name: Sonia Gardner  
Title: Member

AVENUE VENTURE OPPORTUNITIES FUND II,  
L.P.  
By: Avenue Venture Opportunities Partners II, LLC  
Its: General Partner  
By: GL Venture Opportunities Partners II LLC  
Its: Managing Member

By:   
Name: Sonia Gardner  
Title: Member

Address for Notices:

11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Attn: Todd Greenbarg, Senior Managing Director  
Fax # 212-878-3552  
Phone # 212-878-3523

*[Signature page to Intellectual Property Security Agreement]*



**AGENT:**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: GL Venture Opportunities Partners I LLC

Its: Managing Member

By:

Name: Sonia Gardner

Title: Member

*[Signature page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

None

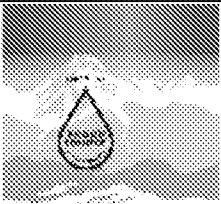
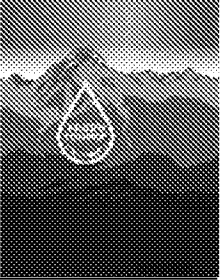


EXHIBIT B

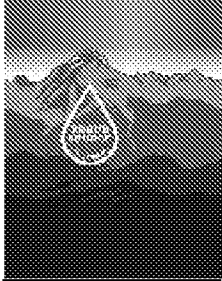

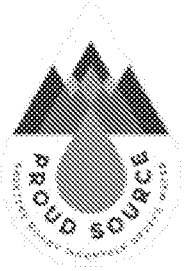
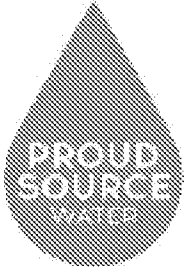

Patents

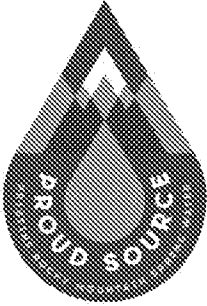
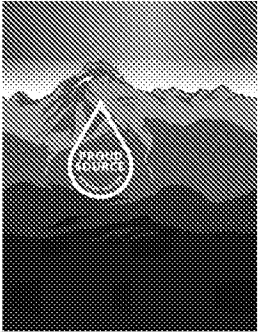
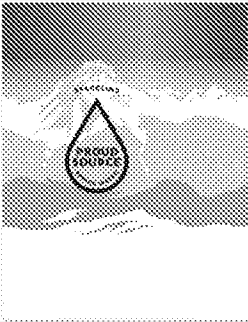
<u>Title</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial Number/ Filing Date</u>	<u>Patent Number/ Filing Date</u>
SYSTEMS FOR GENERATING WATER FOR A CONTAINER FARM AND RELATED METHODS THEREFOR	Source Global, PBC	U.S.	16/278,608 2/18/2019	11,160,223 11/02/2021
THERMAL DESICCANT SYSTEMS AND METHODS FOR GENERATING LIQUID WATER	Source Global, PBC	U.S.	17/859,971 7/7/2022	N/A
SYSTEMS AND METHODS TO PRODUCE LIQUID WATER EXTRACTED FROM AIR	Source Global, PBC	U.S.	17/832,977 6/6/2022	N/A
SYSTEMS AND METHODS FOR DETECTING AND MEASURING OXIDIZING COMPOUNDS IN TEST FLUIDS	Source Global, PBC	U.S.	16/167,295 10/22/2018	N/A

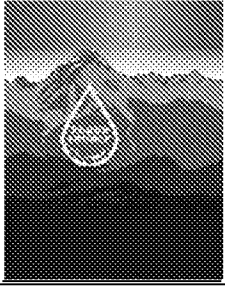
EXHIBIT C

Trademarks

<u>IP</u>	<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Date Issued</u>	<u>Status</u>
	Proud Source Water, LLC	International Register	1620488		July 30, 2021	Registered
<u>BY NATURE FOR NATURE</u>	Proud Source Water, LLC	International Register	1616886		July 30, 2021	Registered
	Proud Source Water, LLC	International Register	1618779		July 29, 2021	Registered
	Proud Source Water, LLC	U.S.	6902174	90-500,260	November 15, 2022	Registered
	Proud Source Water, LLC	U.S.	6902173	90-500,215	November 15, 2022	Registered

	Proud Source Water, LLC	U.S.	6890410	90-500,189	November 1, 2022	Registered
	Proud Source Water, LLC	U.S.	6890322	90-370,905	November 1, 2022	Registered
	Proud Source Water, LLC	U.S.	5855592	88-237,279	September 10, 2019	Registered
	Proud Source Water, LLC	U.S.	5546761	87-356,376	August 21, 2018	Registered
PROUD SOURCE WATER	Proud Source Water, LLC	U.S.	5292654	87-159,984	September 19, 2017	Registered
BY NATURE FOR NATURE	Proud Source Water, LLC	U.S.	6641163	90-500,278	February 8, 2022	Registered
	Proud Source Water, LLC	U.S.		90-500,205	January 31, 2021	Published

<u>PROUD SOURCE</u>	Proud Source Water, LLC	Canada	TMA1,081,392		August 31, 2020	Registered
	Proud Source Water, LLC	Canada	TMA 112730		March 22, 2022	Registered
<u>BY NATURE FOR NATURE</u>	Proud Source Water, LLC	Canada	2138366		July 30, 2021	Pending
	Proud Source Water, LLC	Canada	2139992		July 30, 2021	Pending
	Proud Source Water, LLC	Canada	2141523		July 30, 2021	Pending
<u>PROUD SOURCE</u>	Proud Source Water, LLC	China	31096945		March 7, 2019	Registered
<u>Proud Source Logo</u>	Proud Source Water, LLC	China	31096946		March 7, 2019	Pending

	Proud Source Water, LLC	China	1618779		July 29, 2021	Pending
<u>BY NATURE FOR NATURE</u>	Proud Source Water, LLC	China	1616886		July 30, 2021	Pending
<u>SOURCE</u>	Source Global, PBC	U.S.	6,879,743	97-116,301	October 18, 2022	Registered
	Source Global, PBC	U.S.	6,886,130	90-977,999	October 25, 2022	Registered