

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircuity, Inc.		05/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prides Crossing Capital III, L.P		
Street Address:	701 Edgewater Drive, Suite 130		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3370960	MICRODUCT	
Registration Number:	3305126	OPTINET	
Registration Number:	2832475	AIRCUITY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	2489251921		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Jennifer M. Hetu		
SIGNATURE:	/jmh/		
DATE SIGNED:	06/01/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of May 23, 2023, is made by AIRCUITY, INC., a Delaware corporation (the “*Debtor*”), in favor of PRIDES CROSSING CAPITAL III, L.P., a Delaware limited partnership (the “*Lender*”).

Background Information

As a condition precedent to the making of advances by the Lender under the Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Note Agreement*”) by and between Debtor and Lender, the Debtor has granted to the Lender a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Note Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees with the Lender as follows:

1. **Grant of Security.** The Debtor hereby grants to the Lender a security interest in and to all of the right, title and interest of the Debtor in, to and under the Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “*IP Collateral*”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Debtor set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Debtor 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 the Lender.

3. **New Collateral.** If, before the Obligations shall have been paid in full in cash and the Note Agreement terminated, the Debtor shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof and the Debtor shall give the Lender written notice thereof. The Debtor hereby authorizes the Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at the Lender's request, the Debtor shall execute any documents or instruments required by the Lender in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Note Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Note Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property, the IP Collateral, and the Lender's security interests therein are as more fully set forth in the Note Agreement and the other Ancillary Agreements, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature Pages Follow]

DEBTOR:

AIRCUIITY, INC.

DocuSigned by:
Daniel Diehl

By: _____
Name: Daniel Diehl
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

Accepted and Agreed:

LENDER:

PRIDES CROSSING CAPITAL III, L.P.,
a Delaware limited partnership

By: Prides Crossing Capital III GP, LLC,
its General Partner

Ry' 

Name: Peter Sherwood
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULES

Schedule 1 – Patent Registrations and Applications and Licenses:

United States Patents

<u>Patent number</u>	<u>Publication number</u>	<u>Application number</u>	<u>Owner of Record</u>
6252689 (term expired 4/10/2018)		09058468	Aircuity, Inc.
6425297 (term expired 4/15/2017)		09677917	Aircuity, Inc.
7216556	20060060005	10948767	Aircuity, Inc.
7302313	20020144537	09779379	Aircuity, Inc.
7360461	20060060004	11149941	Aircuity, Inc.
7389158 (term expired 2/07/2021)	20060173580	11391105	Aircuity, Inc.
7389704	20070113686	11627093	Aircuity, Inc.
7415901	20070240490	11755040	Aircuity, Inc.
7421911	20070137318	11312164	Aircuity, Inc.
8147302	20060234621	11373033	Aircuity, Inc.
8725300	20130013117	13178600	Aircuity, Inc.
8930029	20140216707	14246308	Aircuity, Inc.
9109981	20140260692	13834719	Aircuity, Inc.
9651531	20150004898	13930017	Aircuity, Inc.
9964470	20150323427	14798943	Aircuity, Inc.
Not available	Not available	17934557	Aircuity, Inc.

Schedule 2 – Trademark Registrations and Applications:

United States Trademarks

<u>Mark Description</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner of Record</u>
MICRODUCT	US	76657488	3370960	January 15, 2008	Aircuity, Inc.
OPTINET	US	76657487	3305126	October 9, 2007	Aircuity, Inc.
AIRCUIITY	US	76256825	2832475	April 13, 2004	Aircuity, Inc.

Schedule 3 – Copyright Registrations and Applications and Licenses:

None