

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Membranes, Inc.		10/28/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	California Bank of Commerce		
Street Address:	333 W San Carlos		
Internal Address:	Suite 1600		
City:	San Juan		
State/Country:	CALIFORNIA		
Postal Code:	95108		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5598852	AMI APPLIED MEMBRANES INC	
Registration Number:	2071572	APPLIED MEMBRANES INC.	
Registration Number:	2071571	APPLIED MEMBRANES INC.	
Registration Number:	2855604	WATERANYWHERE	
Registration Number:	2852686	WATERANYWHERE	
Registration Number:	2102884	APPLIED	
Registration Number:	2071573	AMI	
Serial Number:	76472019	WATERANYWHERE.COM	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gabriela Zapata		

OP \$215.00 5598852

SIGNATURE:	/Gabriela Zapata/
DATE SIGNED:	07/24/2023
Total Attachments: 8 source=94167211 - trademark filing#page1.tif source=94167211 - trademark filing#page2.tif source=94167211 - trademark filing#page3.tif source=94167211 - trademark filing#page4.tif source=94167211 - trademark filing#page5.tif source=94167211 - trademark filing#page6.tif source=94167211 - trademark filing#page7.tif source=94167211 - trademark filing#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 28, 2022 by and among APPLIED MEMBRANES, INC., a California corporation ("Grantor") and CALIFORNIA BANK OF COMMERCE, a California corporation ("Bank").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank, Grantor, and AMPM, LLC, dated as of the date hereof and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Intellectual Property Security Agreement, and (b) file a duplicate original of this Intellectual Property Security Agreement containing amended exhibits reflecting such new intellectual property.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Intellectual Property Security Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 20 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

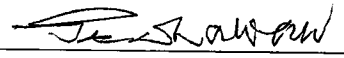
[SIGNATURE PAGE FOLLOWS]

WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as of the first date written above.

Address of Grantor:

APPLIED MEMBRANES, INC.

2450 Business Park Drive
Vista, CA 92081
Attn: Gulshan K. Dhawan

By: 
Name: GULSHAN K. DHAWAN
Title: CEO

[Signature to Intellectual Property Security Agreement]

Address of Bank:

CALIFORNIA BANK OF COMMERCE

333 W San Carlos, Suite 1600
San Jose, CA 95110
Attention: Kevin Knox

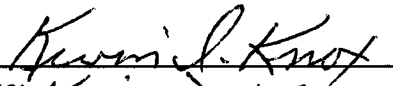
By: 
Name: *Kevin D. Knox*
Title: *Executive V.P.*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Grantor	Title	Registration No.	Registration Date
Applied Membranes, Inc.	Water purification system utilizing a carbon block per-filter.	7,267,769	09/11/2007

EXHIBIT C**Trademarks**

Grantor	Mark	Serial Number	Registration No.	Registration Date
Applied Membranes Inc.	AMI APPLIED MEMBRANES INC	87665051	5598852	November 6, 2018
Applied Membranes Inc.	APPLIED MEMBRANES INC.	75103816	2071572	June 17, 1997
Applied Membranes Inc.	APPLIED MEMBRANES INC.	75103815	2071571	June 17, 1997
Applied Membranes, Inc.	WATERANYWHERE.COM	76472019	285269	June 15, 2004
Applied Membranes, Inc.	WATERANYWHERE	76471544	2855604	June 22, 2004
Applied Membranes, Inc.	WATERANYWHERE	76471412	2852686	June 15, 2004
Applied Membranes, Inc.	APPLIED	75103851	2102884	October 7, 1997
Applied Membranes Inc.	AMI.	75103817	2071573	June 17, 1997
Applied Membranes Inc.	APPLIED MEMBRANES INC.	75103816	2071572	June 17, 1997
Applied Membranes Inc.	APPLIED MEMBRANES INC.	75103815	2071571	June 17, 1997