

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Droplette Inc.		08/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Ave. (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97566942	DROPLETTE	
Serial Number:	97566876	DROPLETTE	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	22PT-377503		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	08/31/2023		
Total Attachments: 13			
source=Intellectual Property Security Agreement#page1.tif			
source=Intellectual Property Security Agreement#page2.tif			
source=Intellectual Property Security Agreement#page3.tif			

CH \$65.00 97566942

source=Intellectual Property Security Agreement#page4.tif
source=Intellectual Property Security Agreement#page5.tif
source=Intellectual Property Security Agreement#page6.tif
source=Intellectual Property Security Agreement#page7.tif
source=Intellectual Property Security Agreement#page8.tif
source=Intellectual Property Security Agreement#page9.tif
source=Intellectual Property Security Agreement#page10.tif
source=Intellectual Property Security Agreement#page11.tif
source=Intellectual Property Security Agreement#page12.tif
source=Intellectual Property Security Agreement#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("*Agreement*") is entered into as of August 30, 2023 by and between SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("*Bank*"), and DROPLETTE INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank and Grantor have entered into that certain Loan and Security Agreement dated as of August 14, 2020 (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank has agreed to amend certain provisions of the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, 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 or 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, and the security interests hereunder are granted in conjunction with the security interests granted to Bank under the Loan Agreement. 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 security interests granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be

cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

5. 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.

6. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

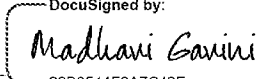
7. Electronic Execution of Documents. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[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:

DROPLETTE INC.

By:  _____
Name: Madhavi Gavini
Title: CEO

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY
(successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By: _____
Name: Frank O'Brien
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Utility Patents

TITLE	APPLIC. NUMBER	PUBLIC. NUMBER	PATENT NUMBER	STATUS	COUNTRY NAME	DATE FILED	PUBLIC. DATE	GRANT DATE
FLUID DELIVERY DEVICES AND METHODS	15/173,142	2016-0354559	9,700,686	Issued	United States of America	Jun 3, 2016	Dec 8, 2016	Jul 11, 2017
FLUID DELIVERY DEVICES AND METHODS	PCT/US16/35695	16/196915		Completed	PCT	Jun 3, 2016	Dec 8, 2016	
FLUID DELIVERY DEVICES AND METHODS	15/609,585	2017-0274159	11,273,267	Issued	United States of America	May 31, 2017	Sep 28, 2017	Mar 15, 2022
FLUID DELIVERY DEVICES AND METHODS	17/679,940	2022-0401664		Published	United States of America	Feb 24, 2022	Dec 22, 2022	
FLUID DELIVERY DEVICES AND METHODS	2018253533		2018253533	Issued	Australia	Jun 3, 2016		Jun 25, 2020
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Belgium	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Switzerland	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Germany	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Denmark	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	European Patent Office	Jun 3, 2016	Feb 12, 2020	Dec 29, 2021

TITLE	APPLIC. NUMBER	PUBLIC. NUMBER	PATENT NUMBER	STATUS	COUNTRY NAME	DATE FILED	PUBLIC. DATE	GRANT DATE
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Spain	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	France	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	United Kingdom	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Ireland	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Iceland	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Italy	Jun 3, 2016		Dec 29, 2021
FLUID DELIVERY METHODS	2019-129162			Allowed	Japan	Jun 3, 2016		
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Netherlands	Jun 3, 2016		Dec 29, 2021
METHOD FOR GENERATING AN AEROSOL MIST	19195143.3	3607984	3607984	Issued	Portugal	Jun 3, 2016		Dec 29, 2021
FLUID DELIVERY DEVICES AND METHODS	10202106186Y			Pending	Singapore	Jun 3, 2016		
FLUID DELIVERY DEVICES AND METHODS	2016270999		2016270999	Issued	Australia	Jun 3, 2016		Nov 8, 2018
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Belgium	Jun 3, 2016		Sep 4, 2019

TITLE	APPLIC. NUMBER	PUBLIC. NUMBER	PATENT NUMBER	STATUS	COUNTRY NAME	DATE FILED	PUBLIC. DATE	GRANT DATE
FLUID DELIVERY DEVICES AND METHODS	2,986.813	2986813	2986813	Issued	Canada	Jun 3, 2016	Dec 8, 2016	Jul 27, 2021
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Switzerland	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	201680045580.3	108348696	ZL201680045580.3	Issued	China	Jun 3, 2016	Jul 31, 2018	May 28, 2021
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Germany	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Denmark	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	European Patent Office	Jun 3, 2016	Apr 11, 2018	Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Spain	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	France	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	United Kingdom	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	201727042246	201727042246		Published	India	Jun 3, 2016	Mar 16, 2018	
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Italy	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	2018-515190		6557409	Issued	Japan	Jun 3, 2016		Jul 19, 2019

TITLE	APPLIC. NUMBER	PUBLIC. NUMBER	PATENT NUMBER	STATUS	COUNTRY NAME	DATE FILED	PUBLIC. DATE	GRANT DATE
FLUID DELIVERY DEVICES AND METHODS	10-2018-7000089		10-2116220	Issued	Republic of Korea	Jun 3, 2016		May 22, 2020
FLUID DELIVERY DEVICES AND METHODS	MX/a/2017/015402		390711	Issued	Mexico	Jun 3, 2016		Mar 16, 2022
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Netherlands	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY DEVICES AND METHODS	11201709985R		11201709985R	Issued	Singapore	Jun 3, 2016		Jul 5, 2021
FLUID DELIVERY DEVICES AND METHODS	16731423.6	3302658	3302658	Issued	Turkey	Jun 3, 2016		Sep 4, 2019
FLUID DELIVERY SYSTEM	17/513,251	2023-0135747		Published	United States of America	Oct 28, 2021	May 4, 2023	

Design Patents

Case Ref.	Title	Applic. No.	Applic. Date	Case Status	Country	Property Type	Case Category	Public. No.	Public. Date	Registr. No.	Registr. Date	Expiry Date
DPO001CA	APPLICATOR	207486	10/28/2021	Pending	Canada	Designs	National					
DPO001EM	APPLICATOR	008739940-0001	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National			008739940-0001	10/27/2021	10/27/2046
DPO001EM2	APPLICATOR	008739940-0002	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National			008739940-0002	10/27/2021	10/27/2046
DPO001EM3	APPLICATOR	008739940-0003	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National			008739940-0003	10/27/2021	10/27/2046
DPO001EM4	APPLICATOR	008739940-0004	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National			008739940-0004	10/27/2021	10/27/2046
DPO001EM5	APPLICATOR	008739940-0005	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National			008739940-0005	10/27/2021	10/27/2046
DPO001GB	APPLICATOR	6172532	10/27/2021	Registered	United Kingdom	Designs	National			6172532	10/27/2021	10/27/2046
DPO001GB2	APPLICATOR	6172533	10/27/2021	Registered	United Kingdom	Designs	National			6172533	10/27/2021	10/27/2046
DPO001GB3	APPLICATOR	6172534	10/27/2021	Registered	United Kingdom	Designs	National			6172534	10/27/2021	10/27/2046
DPO001GB4	APPLICATOR	6172535	10/27/2021	Registered	United Kingdom	Designs	National			6172535	10/27/2021	10/27/2046
DPO001GB5	APPLICATOR	6172536	10/27/2021	Registered	United Kingdom	Designs	National			6172536	10/27/2021	10/27/2046

Case Ref.	Title	Applic. No.	Applic. Date	Case Status	Country	Property Type	Case Category	Public. No.	Public. Date	Regist. No.	Regist. Date	Expiry Date
DPO0001US	APPLICATOR	29/810062	9/30/2021	Pending	United States of America	Designs	National					
DPO0002CA	CAPSULE	207487	10/28/2021	Pending	Canada	Designs	National					
DPO0002EM	CAPSULE	008740427-0001	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National		11/4/2021	008740427-0001	10/27/2021	4/27/2046
DPO0002EM2	CAPSULE	008740427-0002	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National		11/4/2021	008740427-0002	10/27/2021	10/27/2046
DPO0002EM3	CAPSULE	008740427-0003	10/27/2021	Registered	European Union Intellectual Property Office (EUIPO)	Designs	National		11/4/2021	008740427-0003	10/27/2021	10/27/2046
DPO0002GB	CAPSULE	6172544	10/27/2021	Registered	United Kingdom	Designs	National			6172544	10/27/2021	10/27/2046
DPO0002GB2	CAPSULE	6172545	10/27/2021	Registered	United Kingdom	Designs	National			6172545	10/27/2021	10/27/2046
DPO0002GB3	CAPSULE	6172546	10/27/2021	Registered	United Kingdom	Designs	National			6172546	10/27/2021	10/27/2046
DPO0002US	CAPSULE	29/810066	9/30/2021	Pending	United States of America	Designs	National					
DPO0003US	APPLICATOR WITH MIST AND/OR LIGHTING PORTION	29/810073	9/30/2021	Pending	United States of America	Designs	National					
DPO0004US	APPLICATOR	29/810075	9/30/2021	Pending	United States of America	Designs	National					

TRADEMARK
REEL: 008185 FRAME: 0745

EXHIBIT C

Trademarks

MARK	COUNTRY NAME	STATUS	APPLIC. NUMBER	REGIST. NUMBER	CLASS	DATE FILED	DESCRIPTION
DROPLETTE	Canada	Pending	1,918,312		3	Sep 5, 2018	03-Cosmetic products in the form of aerosols for skincare; electrical application for applying cosmetics to the skin.
DROPLETTE	China	Registered	33347582	333447582	3	Sep 6, 2018	03-Cosmetic products in the form of aerosols for skincare.
DROPLETTE	United Kingdom	Registered	3336448	3336448	03, 21	Sep 6, 2018	03-Cosmetic products in the form of aerosols for skincare. 21 - Electrical application for applying cosmetics to the skin.
DROPLETTE	China	Registered	33347583	Registered	21	Sep 6, 2018	21-Electrical application for applying cosmetics to the skin.
DROPLETTE	United States of America	Pending (in-use)	97/566,942		03, 09, 21	Aug 26, 2022	03-Cosmetic products in the form of aerosols for skincare; 09-Downloadable mobile application; 21-Electrical applicators for applying cosmetics to the skin.
DROPLETTE	United States of America	Pending (in-use)	97/566,876		03, 09, 21	Aug 26, 2022	03-Cosmetic products in the form of aerosols for skincare; 09-Downloadable mobile application; 21-Electrical applicators for applying cosmetics to the skin.

EXHIBIT D

Mask Works

None.