

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspire Environmental, Inc.		01/18/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited		
Street Address:	Level 14, 8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6011783	INSPIRE ENVIRONMENTAL	
Registration Number:	6011784		
Registration Number:	6283850	FORWARD SCOUTING	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4192419000		
Email:	beckel@shumaker.com		
Correspondent Name:	Beth M. Eckel		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
DOMESTIC REPRESENTATIVE			
Name:	Beth M. Eckel		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Beth M. Eckel		
SIGNATURE:	/s/Beth M. Eckel		
DATE SIGNED:	01/18/2024		

OP \$90.00 6011783

Total Attachments: 5

source=Project_Breeze_-_Intellectual_Property_Security_Agreement_(US)_-Execution_Version (dated 18.01.24)#page1.tif

source=Project_Breeze_-_Intellectual_Property_Security_Agreement_(US)_-Execution_Version (dated 18.01.24)#page2.tif

source=Project_Breeze_-_Intellectual_Property_Security_Agreement_(US)_-Execution_Version (dated 18.01.24)#page3.tif

source=Project_Breeze_-_Intellectual_Property_Security_Agreement_(US)_-Execution_Version (dated 18.01.24)#page4.tif

source=Project_Breeze_-_Intellectual_Property_Security_Agreement_(US)_-Execution_Version (dated 18.01.24)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("**IP Security Agreement**"), dated as of 18 January, 2024, is made by and between **INSPIRE ENVIRONMENTAL, INC.**, a Delaware corporation (the "**Grantor**") in favor of **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, acting in its capacity as security trustee for the Secured Parties (the "**Security Agent**").

RECITALS:

A. Grantor is acceding as a guarantor pursuant to an Accession Deed dated as of even date herewith, pursuant to which Grantor is becoming a party to that certain Facilities Agreement dated as of even date herewith (as amended, supplemented, replaced, restated or otherwise modified from time to time, the "**Facilities Agreement**") between the Parent, the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto as Original Borrowers, the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto as Original Guarantors, HSBC UK Bank plc and National Westminster Bank plc together as Arranger, the financial institutions listed in Part 2 of Schedule 1 thereto as Original Lenders, HSBC Bank plc as Agent and the Security Agent under which the Original Lenders agreed to make available to the Original Borrowers certain term loan facilities.

B. As a condition of the Lenders continuing to extend credit under the Facilities Agreement, Grantor has joined as a party to that certain Security Agreement dated as of October 13, 2023 made by and between Venterra Inc. and Security Agent (the "**Original Security Agreement**"), by executing and delivering that certain Accession Agreement dated as of even date herewith made by and among the Grantor, and the Security Agent (the "**Accession Agreement**", collectively with the Original Security Agreement, the "**Security Agreement**").

C. Under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, Domain Names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices

EXECUTION VERSION

in any other country or any political subdivision thereof, and all extensions or renewals thereof, and (ii) goodwill associated therewith or symbolized thereby;

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

(c) 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

(d) 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, 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. Grantor authorizes the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Security Agent.

3. Finance Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agent with respect to the IP Collateral are as provided by the Facilities Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

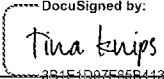
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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).

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INSPIRE ENVIRONMENTAL, INC.

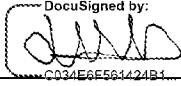
By:  _____
Name: Tina Knips
Title: Treasurer

Address for Notices:

513 Broadway
Suite 314
Newport, RI 02840

EXECUTION VERSION

**HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED**

By: 
Name: James McComb
Title: Attorney

Address for Notices:

Level 14, 8 Canada Square
London, UK
E14 5HQ

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
INSPIRE Environmental	Canada	TMA1159866	01/11/2023
INSPIRE Environmental	China	62429709	10/28/2022
INSPIRE Environmental	European Community	1515972	11/18/2019
INSPIRE Environmental	United Kingdom	UK00801515972	8/17/2020
INSPIRE Environmental	Madrid Protocol (International)	1515972	11/18/2019
INSPIRE Environmental	Japan	1515972	11/19/2021
INSPIRE Environmental	United States	6011783	3/17/2020
The LOGO	United States	6011784	3/17/2020
Forward Scouting	Canada	TMA1157159	12/21/2022
Forward Scouting	Madrid Protocol (International)	1529000	11/18/2019
Forward Scouting	Japan	1529000	11/19/2021
Forward Scouting	United States	6283850	3/2/2021
Forward Scouting	United Kingdom	UK00801529000	9/24/2020

Trademark Applications

None.