

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM152209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Project Canary, PBC		02/23/2024	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company		
Street Address:	1200 17th St., Suite 1600		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88711771	CANARY GOLD GAS	
Serial Number:	88080630	PROJECT CANARY	
Serial Number:	97715527	CANARY SENSE	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	2125046141		
Email:	docketing@cwt.com, andrew.fessak@cwt.com		
Correspondent Name:	Andrew Fessak		
Address Line 1:	Cadwalader, Wickersham & Taft LLP		
Address Line 2:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	90717.217		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	Andrew Fessak		
DATE SIGNED:	02/26/2024		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the February 23, 2024 by and between SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company (“Bank”), PROJECT CANARY, PBC, a Delaware public benefit corporation (“Grantor 1”), INTERNATIONAL ENVIRONMENTAL STANDARDS PBC, a Delaware public benefit corporation (“Grantor 2”) and AERIS TECHNOLOGIES, INC., a Delaware corporation (“Grantor 3”; together with Grantor 1 and Grantor 2, individually and collectively “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and each Grantor dated as of January 2, 2022 (as amended by that certain Additional Borrower Joinder Supplement and First Amendment to Loan and Security Agreement, dated as of May 18, 2022, that certain Second Amendment to Loan and Security Agreement dated as of December 29, 2022, that certain Third Amendment to Loan and Security Agreement dated as of June 12, 2023, that certain Fourth Amendment to Loan and Security Agreement, dated as of January 11, 2024, that certain Fifth Amendment to Loan and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 its 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 and any patents and patent applications claiming the priority benefit of 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. 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 Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. 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.

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 United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

PROJECT CANARY, PBC

DocuSigned by:
By: J. Timothy Power
Name: J. Timothy Power
Title: President and Co-Chief Executive Officer

INTERNATIONAL ENVIRONMENTAL STANDARDS PBC

DocuSigned by:
By: J. Timothy Power
Name: J. Timothy Power
Title: President and Co-Chief Executive Officer

AERIS TECHNOLOGIES, INC.

DocuSigned by:
By: J. Timothy Power
Name: J. Timothy Power
Title: President and Co-Chief Executive Officer

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY

DocuSigned by:
By: Josh Wagner
Name: Josh Wagner
Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B**Patents**

Owner	Patent or Application Number	Filing Date	Issue Date	Title
Project Canary, PBC	PCT/US23/15953	3/22/2023		EMISSIONS DETECTION SYSTEM AND METHODS
Project Canary, PBC	18/525,474	11/30/2023		AIR QUALITY MONITORS MINIMIZATION SYSTEM AND METHODS
Project Canary, PBC	18/393,316	12/21/2023		APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	18/376,259	10/3/2023		EMISSIONS DETECTION SYSTEM AND METHODS
Project Canary, PBC	63/529,361	7/27/2023		BROWSER-BASED EMISSIONS VISUALIZATION TOOL
Project Canary, PBC	BR112023004185-6	3/6/2023		AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	CA3191655	3/3/2023		AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	18/393,208	12/21/2023		AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11861753	7/18/2023	1/2/2024	AIR QUALITY MONITORS MINIMIZATION SYSTEM AND METHODS
Project Canary, PBC	11810216	6/2/2023	11/7/2023	AIR QUALITY MONITORS MINIMIZATION SYSTEM AND METHODS
Project Canary, PBC	11727519	2/1/2023	8/15/2023	AIR QUALITY MONITORS MINIMIZATION SYSTEM AND METHODS
Project Canary, PBC	11790312	3/23/2023	10/17/2023	SUPPLY-CHAIN CHARACTERISTIC-VECTORS MERCHANDISING SYSTEM AND METHODS

Project Canary, PBC	11215593	6/29/2020	1/4/2022	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	11408870	12/14/2021	8/9/2022	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	11662336	6/24/2022	5/30/2023	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	11733221	1/17/2023	8/22/2023	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	11782035	2/28/2023	10/10/2023	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	10697947	7/20/2019	6/30/2020	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES
Project Canary, PBC	11768110	2/23/2023	9/26/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11788889	6/9/2023	10/17/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11874170	9/1/2023	1/16/2024	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	10876890	3/18/2020	12/29/2020	AIR QUALITY MONITORING SYSTEM AND ENHANCED SPECTROPHOTOMETRIC CHEMICAL SENSOR
Project Canary, PBC	11193822	11/20/2020	12/7/2021	AIR QUALITY MONITORING SYSTEM AND ENHANCED SPECTROPHOTOMETRIC CHEMICAL SENSOR
Project Canary, PBC	11346717	12/2/2021	5/31/2022	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11467032	4/8/2022	10/11/2022	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11604094	10/7/2022	3/14/2023	AIR QUALITY MONITORING SYSTEM AND METHOD

Project Canary, PBC	10634558	11/13/2018	4/28/2020	AIR QUALITY MONITORING SYSTEM AND ENHANCED SPECTROPHOTOMETRIC CHEMICAL SENSOR
Project Canary, PBC	11802860	7/19/2022	10/31/2023	EMISSIONS DETECTION SYSTEM AND METHODS
Project Canary, PBC	11774426	7/19/2022	10/3/2023	EMISSIONS DETECTION SYSTEM AND METHODS
Project Canary, PBC	11366057	12/3/2021	6/21/2022	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11585752	6/17/2022	2/21/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11592390	6/17/2022	2/28/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11754495	1/18/2023	9/12/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11781979	6/2/2023	10/10/2023	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11867619	9/1/2023	1/9/2024	AIR QUALITY MONITORING SYSTEM AND METHOD
Project Canary, PBC	11573157	10/6/2021	2/7/2023	AIR SAMPLING ACTUATOR AND ASSOCIATED METHOD
Project Canary, PBC	11150167	3/30/2021	10/19/2021	AIR SAMPLING ACTUATOR AND ASSOCIATED METHOD
Project Canary, PBC	10671772	9/6/2016	6/2/2020	COMPUTER-IMPLEMENTED IMPACT ANALYSIS OF ENERGY FACILITIES
Project Canary, PBC	11887203	6/2/2023	1/30/2024	AIR QUALITY MONITORS MINIMIZATION SYSTEM AND METHODS
Project Canary, PBC	18/378,563	10/10/2023		SUPPLY-CHAIN CHARACTERISTIC-VECTORS MERCHANDISING SYSTEM AND METHODS
Project Canary, PBC	11892563	8/21/2023	2/6/2024	DETECTING HUMAN PRESENCE IN AN OUTDOOR MONITORED SITE
Project Canary, PBC	11892437	8/29/2023	2/6/2024	APPARATUS AND METHODS FOR REDUCING FUGITIVE GAS EMISSIONS AT OIL FACILITIES

Owner	Patent or Application Number	FilingDate	IssueDate	Title
Aeris Technologies, Inc.	10222595	11/12/2015	3/5/2019	Compact folded optical multipass system
Aeris Technologies, Inc.	CN103430010B	3/23/2012	8/31/2016	Multipass cell using spherical mirrors while achieving dense spot patterns
Aeris Technologies, Inc.	JP6045082B2	3/23/2012	12/14/2016	Multipass cell using spherical mirrors while achieving dense spot patterns
Aeris Technologies, Inc.	KR101973821B1	3/23/2012	4/29/2019	Multipass cell using spherical mirrors while achieving dense spot patterns
Aeris Technologies, Inc.	8531659	3/22/2012	9/10/2013	Multipass cell using spherical mirrors while achieving dense spot patterns
Project Canary, PBC	18/083,240	12/16/2022	N/A	AIR SAMPLING ACTUATOR AND ASSOCIATED METHOD

EXHIBIT C

Trademarks

Owner	Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
International Environmental Standards, PBC	IES	United States of America	90303104	Nov. 06, 2020	6467625	Aug. 31, 2021
International Environmental Standards, PBC	TRUSTWELL	United States of America	88783071	03-Feb-2020	6178291	20-Oct-2020
Project Canary, PBC	CANARY SENSE	Canada	2259133	19-May-2023		
Project Canary, PBC	CANARY GOLD GAS	United States of America	88711771	02-Dec-2019	6252659	19-Jan-2021
Project Canary, PBC	PROJECT CANARY	United States of America	88080630	16-Aug-2018	6003432	03-Mar-2020
Project Canary, PBC	CANARY SENSE	United States of America	97715527	13-Dec-2022		
Aeris Technologies, Inc.	AERIS TECHNOLOGIES	United Kingdom	UK00004004167	19-Jan-2024		
Aeris Technologies, Inc.	AERIS TECHNOLOGIES	United States of America	98102958	26-Jul-2023		
Aeris Technologies, Inc.	AERIS TECHNOLOGIES	European Union (Community)	018957372	29-Nov-2023		
International Environmental Standards, PBC	IES	United States of America	86004306	7/8/2013	4490819	3/4/2014

EXHIBIT D

Mask Works

None.

D-1

USActive 60255591.1

RECORDED: 02/26/2024

TRADEMARK
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