

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI148448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Global, PBC		04/05/2024	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	First-Citizens Bank & Trust Company		
Street Address:	1437 7th Street		
Internal Address:	Suite 300		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6879743	SOURCE	
Registration Number:	6584276	SOURCE	
Registration Number:	6886130		
Registration Number:	6917374	SOURCE	
Registration Number:	6115788	SOURCE	
Registration Number:	5891710	ZERO MASS	
Registration Number:	5662132	ZERO MASS WATER	
Registration Number:	5947306	SOURCE	
Registration Number:	5842366	ZERO MASS WATER	
Registration Number:	5842367	ZERO MASS	
Registration Number:	5859028	HYDROPANEL	
Registration Number:	5947307	SOURCE	
Registration Number:	6021499	SOURCE	
Serial Number:	87401674	SOURCE	
Serial Number:	98187373	SKY WTR BY SOURCE	
Serial Number:	87401677	SOURCE	
Serial Number:	98138511	SKY WTR	
Serial Number:	97034964	SOURCE	

CH \$490.00.00 97116301

Property Type	Number	Word Mark
Serial Number:	98187691	AIR WTR BY SOURCE

CORRESPONDENCE DATA

Fax Number: 8586771401

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.

Phone: (619)864-3377

Email: christian.cruz@us.dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive

Address Line 2: Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Christian Cruz
SIGNATURE:	Christian Cruz
DATE SIGNED:	04/05/2024

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of April 5, 2024 by and between Silicon Valley Bank, a division of FIRST-CITIZENS BANK & TRUST COMPANY (“Bank”), and SOURCE GLOBAL, PBC, a Delaware public benefit corporation (“Grantor”). This Agreement amends, restates, and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of January 28, 2021, as amended by that certain First Supplement to Intellectual Property Security Agreement dated as of April 21, 2023, by and between Grantor and Bank.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of April 5, 2024 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to continue 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, to the extent constituting Collateral (as defined in the Loan Agreement):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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, such recordations to be facilitated by the Bank including the payment of any recordation fees. Upon the conclusion of the Loan Agreement and satisfaction of Grantor's obligations thereunder, Bank agrees to execute a release of the security interests in the Intellectual Property Collateral to enable Grantor to record such release, and Bank authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record such release.

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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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).

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

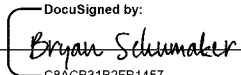
1465 N. Scottsdale Road, Suite 600
Scottsdale, AZ 85257
Attn: Melanie Hansen
Email: melanie@source.com

Address:

1437 7th Street, Suite 300
Santa Monica, CA 90401
Attn: Devin DeWyngaert
Email: ddewyngaert@svb.com

GRANTOR:

SOURCE GLOBAL, PBC

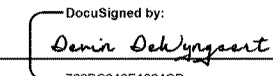
By:  _____
DocuSigned by:
C8ACB31B2FB1457...

Name: Bryan Schumaker

Title: Chief Financial Officer and Treasurer

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY

By:  _____
DocuSigned by:
782BC246E1084CD...

Name: Devin DeWyngaert

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Solar thermal unit	11159123	10/26/21
Systems for generating water with waste heat and related methods therefor	11555421	01/17/23
Systems and methods for water treatment and storage	17512518	10/27/21
Systems and methods for atomospheric vapor extraction	17795222	07/25/22
Systems and methods for generating water from air	18206563	06/06/23
Thermal desiccant systems and methods for generating liquid water	11414843	08/16/22
Systems for generating water for a container farm and related methods therefor	11160223	11/02/21
Systems and methods for detecting and measuring oxidizing compounds in test fluids	16167295	10/22/18
Systems and methods for generating water from air	11814820	11/14/23
Systems and methods for generating liquid water using highly efficient techniques that optimize production	11946232	04/02/24
Systems and methods for water extraction control	10357739	07/23/19
Systems and methods for generating water from air	18124196	03/21/23
Hygroscopic systems and methods for generating water from air	11905687	02/20/24
Systems and methods for water extraction control	11266944	03/08/22
Thermal desiccant systems and methods for generating liquid water	11846092	12/19/23
Systems and methods for managing production and distribution of liquid water extracted from air	11359356	06/14/22
Systems and methods to produce liquid water extracted from air	11384517	07/12/22
Systems for constructing hierarchical training data sets for use with machine-learning and related methods therefor	11281997	03/22/22
Systems and methods for water extraction control	10632416	04/28/20

Systems for generating water using exogenously generated heat, exogenously generated electricity, and exhaust process fluids and related methods therefor	11607644	03/21/23
Systems for controlled treatment of water with ozone and related methods therefor	11447407	09/20/22
Systems and methods for generating liquid water using highly efficient techniques that optimize production	11285435	03/29/22
Solar thermal unit	10469028	11/05/19
Systems and methods to produce liquid water extracted from air	11859372	01/02/24

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOURCE	6879743	10/18/22
SOURCE	6584276	12/07/21
SOURCE	87401674	04/06/17
SKY WTR BY SOURCE	98187373	09/19/23
SOURCE	87401677	04/06/17
[DESIGN ONLY]	6886130	10/25/22
SOURCE	6917374	12/06/22
SKY WTR	98138511	09/19/23
SOURCE	97034964	09/19/21
AIR WTR BY SOURCE	98187691	09/19/23
SOURCE	6115788	08/04/20
ZERO MASS	5891710	10/22/19
ZERO MASS WATER	5662132	01/22/19
SOURCE	5947306	12/31/19
ZERO MASS WATER	5842366	08/27/19
ZERO MASS	5842367	08/27/19
HYDROPANEL	5859028	09/10/19
SOURCE	5947307	12/31/19
SOURCE	6021499	03/31/20

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.