

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589003

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900544483

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEAK NANOSYSTEMS, LLC		04/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Squadron Capital LLC
Street Address:	18 Hartford Avenue
City:	Granby
State/Country:	CONNECTICUT
Postal Code:	06035
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	88033993	PEAK NANO OPTICS
Serial Number:	88643086	POWERED BY PEAK
Serial Number:	88034014	PEAK NANO POWER
Serial Number:	88665184	POWERED BY PEAK
Serial Number:	88643142	PEAK NANO POWERED
Serial Number:	88643131	PEAK NANO
Registration Number:	5370708	PEAK NANO SYSTEMS

CORRESPONDENCE DATA**Fax Number:** 2158511420*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:** 215-851-8100**Email:** cnye@reedsmith.com**Correspondent Name:** Matthew P. Frederick, Reed Smith LLP**Address Line 1:** 1717 Arch Street, Three Logan Square**Address Line 2:** Suite 3100**Address Line 4:** Philadlephia, PENNSYLVANIA 19103**NAME OF SUBMITTER:** Matthew P. Frederick

SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	07/28/2020
Total Attachments: 6 source=Response to Notice of Non-Recordation - 900544483#page1.tif source=Response to Notice of Non-Recordation - 900544483#page2.tif source=Grant of Trademark Security Interest (PNS)#page1.tif source=Grant of Trademark Security Interest (PNS)#page2.tif source=Grant of Trademark Security Interest (PNS)#page3.tif source=Grant of Trademark Security Interest (PNS)#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

Dated as of April 10, 2020

WHEREAS, PEAK NANOSYSTEMS, LLC, a Delaware limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Convertible Loan and Security Agreement dated as of the date hereof (the “Loan and Security Agreement”) among Secured Party, Grantor, Peak Nano Optics Holdings, LLC, a Delaware limited liability company (“PNOH”), Peak Nano Films, LLC, a Delaware limited liability company (“PNF”), Pledgor, PolymerPlus, LLC, a Delaware limited liability company (“PolymerPlus Sub”) and Strata Energy Systems, LLC, a Delaware limited liability company (“Strata” and together with Grantor, PNOH, PNF, PolymerPlus and PolymerPlus Sub, “Borrowers” and each individually, a “Borrower”), pursuant to which, among other things, the Secured Party has agreed, subject to the terms and conditions set forth in the Loan and Security Agreement, to make a certain convertible loan to the Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor, as a co-borrower of the obligations under the Loan and Security Agreement, has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined herein);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan and Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Loan and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor in whole or in part (including, without limitation, the trademarks and trademark applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

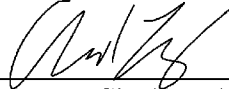
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of date set forth above.

PEAK NANOSYSTEMS, LLC

By:  _____
Name: Chad Lewis
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Serial Number	Reg. Number
PEAK NANO OPTICS	88033993	
POWERED BY PEAK	88643086	
PEAK NANO POWER	88034014	
POWERED BY PEAK	88665184	
PEAK NANO POWERED	88643142	
PEAK NANO	88643131	
PEAK NANO SYSTEMS	86943583	5370708


IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Document ID No. 900544483

**RESPONSE TO NOTICE OF NON-RECORDATION OF AN ASSIGNMENT
DOCUMENT**

In response to the Notice of Non-Recordation of an Assignment Document, dated June 30, 2020, for Document ID No. 900544483, Applicant respectfully requests the recordation of the security interest. This response is being timely filed by July 30, 2020.

The Notice of non-recordation says that this security interest is non-recordable because “Receiving party name is missing from the document.” Per the TMEP, the cover sheet must identify:

Under **37 C.F.R. §3.31(a)**, a trademark cover sheet must contain the following 

- The name of the party conveying the interest;
- **The name and address of the party receiving the interest;**
- **The entity (e.g., individual, corporation, partnership, etc.) and citizenship of the party receiving the interest** (e.g., the citizenship of an individual, the state or country of incorporation or organization of a corporation, etc.). If the party receiving the interest is a domestic partnership or domestic joint venture, the names, entity, and citizenship (or the state or country of organization or incorporation) of all general partners or active members that compose the partnership or joint venture;

TMEP 503.03(e) (emphasis added). In this case, the cover sheet submitted included this information.

The TMEP also requires that “a copy of the document” be filed. TMEP 503.03(b). There are no other requirements for the “copy of the document.” Specifically, there is no requirement that the receiving party name be included in the document, so long as it is included on the cover sheet.

In this case a copy of the document was filed. The party receiving the interest is identified in the document as the "Secured Party." The Secured Party is named on the cover sheet. Therefore, all requirements of the TMEP for recording a security interest agreement have been met. The undersigned respectfully requests that this security interest agreement be recorded.

Date: July 28, 2020

Respectfully submitted,

/Matthew P. Frederick/
Matthew P. Frederick
Reg. No. 60,469

REED SMITH LLP
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Philadelphia, PA 19103
Tel: 215.851.8100