

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tidal Vision Products, Inc.		11/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JW Asset Management, LLC, as Collateral Agent		
Street Address:	1051 N Venetian Dr.		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5660485	CRYSTAL CLARITY	
Registration Number:	5660497	TIDAL-TEX	
Registration Number:	5165832	TIDAL VISION	
Registration Number:	5851946	TIDAL GROW	
Registration Number:	5999597	TIDAL VISION	
Registration Number:	6667051	TIDAL PROTECT	
Registration Number:	6024818	TIDAL CLEAR	
Serial Number:	97788894	CHITOFINING	
Serial Number:	97788905	ZALE TECHNOLOGY	
Registration Number:	6342581	GENMAX	
Serial Number:	97826844	ALIGN	
Serial Number:	97826830	ALIGN	
Registration Number:	4831280	PACIFIC GRO	
Registration Number:	5170085	PACIFIC GRO SEAFOOD FOR THE SOIL	
Registration Number:	6162947	SEA PHOS	
Serial Number:	97482028	ATLANTIC GRO	
Serial Number:	97813546	TIDAL VISION	
Serial Number:	97887412	TIDAL GROW AGRISCIENCE	
Serial Number:	97920269	MAXT	

OP \$540.00 5660485

Property Type	Number	Word Mark
Serial Number:	97920266	MAXT
Serial Number:	98105671	TIDAL-TEC BIOMATERIAL SCIENCE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2117669 TM
NAME OF SUBMITTER:	Adam Stein
SIGNATURE:	/Adam Stein/
DATE SIGNED:	11/07/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 3, 2023 (this “Agreement”), made by **TIDAL VISION PRODUCTS, INC.**, a Delaware corporation (“Grantor”), in favor of JW Asset Management, LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

RECITALS

WHEREAS, Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the “Patents”); and

WHEREAS, Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the “Trademarks”); and

WHEREAS, Grantor and the Collateral Agent are parties to that certain Pledge and Security Agreement, of even date herewith (as from time to time amended or supplemented, the “Pledge and Security Agreement”); and

WHEREAS, under the Pledge and Security Agreement, Grantor has granted to Collateral Agent a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor’s obligations as “Borrower” under that certain Secured Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, as “Borrower” thereunder, the Lenders (as defined in the Credit Agreement) party thereto from time to time, the Administrative Agent (as defined in the Credit Agreement) and the Collateral Agent; and

WHEREAS, it is a condition precedent to the Collateral Agent’s entry into the Pledge and Security Agreement and the other Loan Documents (as defined in the Credit Agreement) that Grantor execute and deliver this Agreement to the Collateral Agent; and

WHEREAS, Grantor and the Collateral Agent by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default (as defined in the Credit Agreement) in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees, confirms and acknowledges as follows:

1. Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Collateral Agent pursuant to the Pledge and Security Agreement.

2. Grantor further acknowledges and confirms that the rights and remedies of Collateral Agent with respect to the Patents and Trademarks are more fully set forth in the Pledge and Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. Grantor hereby irrevocably constitutes and appoints Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Collateral Agent's sole discretion, at Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Collateral Agent may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Collateral Agent, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Collateral Agent or to Collateral Agent's designees without further consent or authorization of Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Collateral Agent is hereby authorized file with the United States Patent and Trademark Office or with other appropriate governmental authorities, an assignment of the Patents and Trademarks and the goodwill associated therewith to Collateral Agent or its designees, together with such other instruments and documents as the Collateral Agent may deem necessary or appropriate to effectuate the foregoing.

4. Collateral Agent is hereby authorized to file or record this Agreement or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Collateral Agent may determine from time to time for the purpose of evidencing the foregoing grant of security.

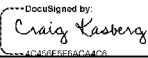
5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, THE LAWS OF WHICH GRANTOR HEREBY EXPRESSLY ELECTS TO APPLY TO THIS AGREEMENT, WITHOUT GIVING EFFECT TO PROVISIONS FOR CHOICE OF LAW THEREUNDER.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON
NEXT PAGE]**

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed and delivered as of the day and year first above written.

GRANTOR:

TIDAL VISION PRODUCTS, INC.

By: 
Name: Craig Kasberg
Title: CEO

ACCEPTED AND AGREED:

COLLATERAL AGENT:

JW ASSET MANAGEMENT, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE – INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed and delivered as of the day and year first above written.

GRANTOR:

TIDAL VISION PRODUCTS, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

COLLATERAL AGENT:

JW ASSET MANAGEMENT, LLC

By: _____
Name: *Joseph Klavon*
Title: *Authorized Signatory*

[SIGNATURE PAGE -- INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT 1

REGISTERED PATENTS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>App. No./ Publication No.</u>	<u>App. Date/ Publ'n Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Tidal Vision Products, Inc.	Compositions and Methods for Agri-Inputs and Uses Thereof	US and India	202311032522 India; 63/501,190 USA	05/10/2023 in USA, and 05/08/2023 in India	N/A	Will not publish for 18 months
Tidal Vision Products, Inc.	Chitosan Microgel Methods, Compositions, Applications, Coatings, And Structures	USA	63/091,504 USA (original provisional)	Provisional Patent filed 10/14/2020 originally, then deadline for full filing was due 10/14/2021 and lapsed. A new iteration had a provisional patent filed 4/6/2022		Not published
Tidal Vision Products, Inc.	Process For Using [Redacted] For The Extraction Of Chitin And Chitosan	USA		Originally filed 6/29/2016		

**EXHIBIT 2
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Tidal Vision Products, Inc.	CRYSTAL CLARITY	USA	87946937	06/04/2018	5660485	1/22/19.
Tidal Vision Products, Inc	TIDAL-TEX	USA	87947613	06/04/2018	5660497	1/22/19.
Tidal Vision Products, Inc	TIDAL VISION	USA	87135325	8/11/2016	5165832	3/21/17.
Tidal Vision Products, Inc	TIDAL GROW	USA	87156064	8/30/2016	5851946	9/03/19.
Tidal Vision Products, Inc	TIDAL VISION	USA	87946930	6/4/2018	5999597	3/03/20.
Tidal Vision Products, Inc	TIDAL PROTECT	USA	87949029	6/5/2018	6667051	Reg. 3/08/22.
Tidal Vision Products, Inc	TIDAL CLEAR	USA	88008087	6/20/2018	6024818	Reg. 03/31/20.
Tidal Vision Products, Inc	TIDAL CLEAR	South Africa		6/21/2022	2022/1902 1	Chemicals for use in water treatment Filed 6/21/22. OA requesting disclaimer of "CLEAR," 2/23/23. Confirmed agreement by email 2/24/23. FA: Bernadette Versfeld, Webber Wentzel
Tidal Vision	TIDAL GROW	Brazil		11/18/2022		12/22/22

Products, Inc						
Tidal Vision Products, Inc	TIDAL GROW	Canada	2229896	11/18/2022	1702752	12/22/22
Tidal Vision Products, Inc	TIDAL GROW	European Union	1702752	11/18/2022	1702752	12/22/22
Tidal Vision Products, Inc	CHITOFINING	USA	97788894	2/9/2023	Still pending	Pending registration
Tidal Vision Products, Inc	ZALE TECHNOLOGY	USA	97788905	2/9/2023	Still pending	Pending registration
Tidal Vision Products, Inc	GENMAX	USA	88622790	9/19/2019	6342581	5/04/21.
Tidal Vision Products, Inc.	ALIGN	USA	97826844	3/7/2023	Still pending	Pending registration
Tidal Vision Products, Inc.	Align - Design	USA	97826830	3/7/2023	Still pending	Pending registration
Tidal Vision Products, Inc.	Pacific Gro	USA	86553123	3/4/2015	4831280	10/13/2015
Tidal Vision Products, Inc.	Pacific Gro Seafood For The Soil	USA	87118559	7/27/2016	5170085	3/28/2017
Tidal Vision Products, Inc.	Sea Phos	USA	88827252	3/9/2020	6162947	9/29/2020
Tidal Vision Products, Inc.	Atlantic Gro	USA	97482028	6/29/2022	Still pending	Pending registration
Tidal Vision Products, Inc.	Tidal Vision - Design	USA	97813546	2/27/2023	Still pending	Pending registration

Tidal Vision Products, Inc	Tidal Grow AgriScience - Design	USA	97887412	4/13/2023	Still pending	Pending registration
Tidal Vision Products, Inc	MAXT	USA	97920269	5/4/2023	Still pending	Pending registration
Tidal Vision Products, Inc	MAXT - Design	USA	97920266	5/4/2023	Still pending	Pending registration
Tidal Vision Products, Inc	TIDAL-TEC Biomaterial Science & Design	USA	98105671	7/27/2023	Still pending	Pending registration