

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5256363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN AEROGEL CORPORATION	10/20/2017

RECEIVING PARTY DATA

Name:	SUSTAINABLE GROTH FUND, SCSP, SICAV-SIF
Street Address:	R.C.S. LUXEMBOURG NO. B
City:	LUXEMBOURG CITY
State/Country:	LUXEMBOURG
Postal Code:	1911184

PROPERTY NUMBERS Total: 26

Property Type	Number
Application Number:	61356401
Application Number:	61442276
PCT Number:	US1140821
Application Number:	13717582
PCT Number:	US0142473
Application Number:	09809793
Application Number:	09972163
Application Number:	11281696
Application Number:	12403947
Application Number:	13218415
Application Number:	13856405
PCT Number:	US0140464
Application Number:	09997582
PCT Number:	US0144632
Application Number:	09221520
Application Number:	09389930
Application Number:	61539907
Application Number:	29419651
Application Number:	61640611
Application Number:	13873050

PATENT

Property Type	Number
Application Number:	61982932
Application Number:	62015340
Application Number:	15305961
Application Number:	62147631
PCT Number:	US1627638
Application Number:	62409611

CORRESPONDENCE DATA

Fax Number: (858)638-5040

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: 858-677-1442

Email: chris.wilson@dlapiper.com

Correspondent Name: LISA A. HAILE, J.D., PH.D.

Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100

Address Line 4: SAN DIEGO, CALIFORNIA 92121-2133

NAME OF SUBMITTER: LISA A. HAILE

SIGNATURE: /Lisa A. Haile/

DATE SIGNED: 11/28/2018

Total Attachments: 17

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COPYRIGHT SECURITY AGREEMENT

COPYRIGHT SECURITY AGREEMENT, dated as of October 20, 2017, made by American Aerogel Corporation, a Delaware corporation (the “Grantor”), in favor of the persons and entities set forth on the Schedule of Purchasers to that certain Note and Warrant Purchase Agreement (the “Note Purchase Agreement”) by and between Grantor and certain parties as signatories thereto dated of even date hereof (each, a “Lender” and collectively, the “Lenders”).

Reference is made to the Security Agreement, dated as of October 20, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor and the Lenders.

In order to induce the Lenders to enter into the Loan Documents the Grantor has agreed to grant a security interest in substantially all of its assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lenders, intending to be legally bound, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyrights. As security for the payment or performance when due, as the case may be, in full of the Obligations on the terms set forth in the Note Purchase Agreement and the Security Agreement, the Grantor hereby grants to the Lenders a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Copyrights of the Grantor, including those listed on Schedule I hereto, and all proceeds of the Copyrights of the Grantor, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Lenders pursuant to the Security Agreement, and the Lenders and the Grantor hereby acknowledge and affirm that the rights and remedies of the Lenders with respect to the Security Interest in the Copyrights made and 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. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Agreement shall control.

SECTION 4. Counterparts. This Copyright Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Copyright Security Agreement shall be effective as delivery of an original executed counterpart of this Copyright Security Agreement.

SECTION 5. Recordation. The Grantor authorizes the Lenders to deliver this Copyright Security Agreement to the Commissioner for Copyrights and any other applicable government officer for recordation.

SECTION 6. Governing Law. This Copyright Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[signature page follows]

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

AMERICAN AEROGEL CORPORATION
as Grantor



Peter J. Harg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B – 191184

Michael J. Hammons
Managing Member

[Signature Page to Copyright Security Agreement]

PATENT
REEL: 047611 FRAME: 0828

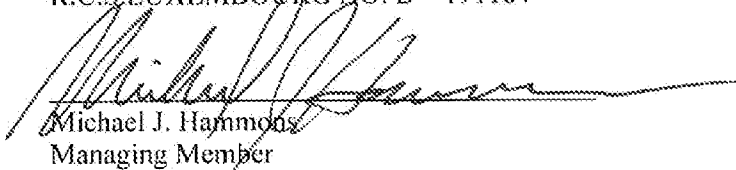
IN WITNESS WHEREOF, the Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN AEROGEL CORPORATION
as Grantor

Peter J. McHarg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B – 191184



Michael J. Hammons
Managing Member

[Signature Page to Copyright Security Agreement]

PATENT
REEL: 047611 FRAME: 0829

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

UNITED STATES COPYRIGHTS:

None.

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 20, 2017, made by American Aerogel Corporation, a Delaware corporation (the “Grantor”), in favor of the persons and entities set forth on the Schedule of Purchasers to that certain Note Purchase and Warrant Purchase Agreement (the “Note Purchase Agreement”) by and between Grantor and certain parties as signatories thereto dated of even date hereof (each, a “Lender” and collectively, the “Lenders”).

Reference is made to the Security Agreement, dated as of October 20, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor and the Lenders.

In order to induce the Lenders to enter into the Loan Documents the Grantor has agreed to grant a security interest in substantially all of its assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lenders as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patents. As security for the payment or performance when due, as the case may be, in full of the Obligations on the terms set forth in the Note Purchase Agreement and the Security Agreement, the Grantor hereby grants to the Lenders a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Patents of the Grantor, including those listed on Schedule I hereto, and all proceeds of the Patents of the Grantor, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lenders pursuant to the Security Agreement, and the Lenders and the Grantor hereby acknowledge and affirm that the rights and remedies of the Lenders with respect to the Security Interest in the Patents made and 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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SECTION 5. Recordation. The Grantor authorizes the Lenders to deliver this Patent Security Agreement to the Commissioner of Patents and Trademarks and any other applicable government officer for recordation.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[signature page follows]

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

AMERICAN AEROGEL CORPORATION
as Grantor



Peter J. Harg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B – 191184

Michael J. Hammons
Managing Member

[Signature Page to Patent Security Agreement]

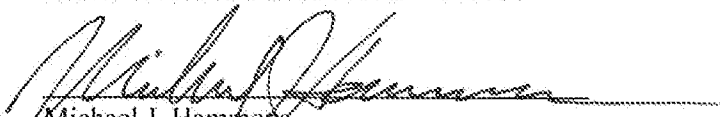
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AMERICAN AEROGEL CORPORATION
as Grantor

Peter J. McHarg
President

Accepted and Agreed:

SUSTAINABLE GROWTH FUND, S.C.SP., SICAV-SIF
R.C.S.LUXEMBOURG NO. B – 191184



Michael J. Hammons
Managing Member

[Signature Page to Patent Security Agreement]

PATENT
REEL: 047611 FRAME: 0834

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

LIST OF U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS

INSULATING INSERTS, CONTAINERS COMPRISING THEM AND METHODS OF ASSEMBLING AND USING THEM					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.121- US1)	61/356401	06/18/2010	Expired	N/A	N/A
United States (0101030.121- US2)	61/442276	02/13/2011	Expired	N/A	N/A
PCT (0101030.121- WO1)	PCT/US11/40821	06/17/2011	Entered National Phase/Expired	N/A	N/A
United States (0101030.121- US3)	13/717582	12/17/2012	Abandoned	N/A	N/A

ORGANIC, OPEN CELL FOAM MATERIALS					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
Australia (0101030.122- AU1)	2002213437	10/04/2001	Issued	2002213437	06/05/2008
Australia (0101030.122- AU2)	2008201224	03/14/2008	Issued	2008201224	12/01/2011
Australia (0101030.122- AU3)	2011250866	11/18/2011	Abandoned	N/A	N/A

ORGANIC, OPEN CELL FOAM MATERIALS

COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
Canada (0101030.122- CA1)	2441005	10/04/2001	Issued	2441005	08/02/2011
Canada (0101030.122- CA2)	2740818	05/20/2011	Abandoned	N/A	N/A
Europe (0101030.122- EP1)	01981820.2	10/04/2001	Pending	Pending	Pending
Europe (0101030.122- EP2)	10011296.0	09/28/2010	Abandoned	N/A	N/A
Europe (0101030.122- EP3)	10011295.2	09/28/2010	Abandoned	N/A	N/A
Europe (0101030.122- EP4)	10011245.7	09/28/2010	Abandoned	N/A	N/A
Europe (0101030.122- EP5)	10011244.0	09/28/2010	Abandoned	N/A	N/A
Europe (0101030.122- EP6)	10011243.2	09/28/2010	Abandoned	N/A	N/A
Hong Kong (0101030.122- HK1)	04107970.5	10/14/2004	Abandoned	N/A	N/A
Hong Kong (0101030.122- HK2)	11109496.7	09/08/2011	Abandoned	N/A	N/A
Hong Kong (0101030.122- HK3)	11109489.6	09/08/2011	Abandoned	N/A	N/A
Hong Kong (0101030.122- HK4)	11109488.7	09/08/2011	Abandoned	N/A	N/A

ORGANIC, OPEN CELL FOAM MATERIALS

COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
India (0101030.122- IN1)	01173/KOLNP/2003	10/04/2001	Abandoned	238943	03/02/2010
India (0101030.122- IN2)	883/KOLNP/2008	02/28/2008	Abandoned	N/A	N/A
Israel (0101030.122- IL1)	157910	10/04/2001	Issued	157910	08/16/2007
Japan (0101030.122- JP1)	2002-573844	10/04/2001	Issued	4570330	08/20/2010
Japan (0101030.122- JP2)	2006-289288	10/20/2006	Issued	4971747	04/13/2012
Japan (0101030.122- JP3)	2007-151039	05/07/2007	Abandoned	N/A	N/A
Japan (0101030.122- JP4)	2010-174910	08/03/2010	Abandoned	N/A	N/A
New Zealand (0101030.122- NZ1)	528922	10/04/2001	Abandoned	528922	11/09/2006
New Zealand (0101030.122- NZ3)	562116	10/01/2007	Abandoned	562116	04/09/2009
New Zealand (0101030.122- NZ4)	576429	04/23/2009	Abandoned	N/A	N/A
PCT (0101030.122- WO2)	PCT/US01/42473	10/04/2001	Entered National Phase/Expired	N/A	N/A
South Africa (0101030.122- ZA1)	2003/7703	10/04/2001	Abandoned	2003/7703	03/30/2005

ORGANIC, OPEN CELL FOAM MATERIALS

COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.122- US2)	09/809793	03/16/2001	Abandoned	N/A	N/A
United States (0101030.122- US3)	09/972163	10/04/2001	Issued	7005181	02/28/2006
United States (0101030.122- US4)	11/281696	11/16/2005	Issued	7521485	04/21/2009
United States (0101030.122- US5)	12/403947	03/13/2009	Issued	8071657	12/06/2011
United States (0101030.122- US6)	13/218415	08/25/2011	Issued	8436061	05/07/2013
United States (0101030.122- US7)	13/856405	04/03/2013	Abandoned	N/A	N/A

ORGANIC, LOW DENSITY MICROCELLULAR MATERIALS

COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
PCT	PCT/US01/040464	04-06-2001	Entered National Phase/Expired	N/A	N/A

INSULATED BARRIERS AND METHODS FOR PRODUCING SAME					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.123- US2)	09/997582	11/29/2001	Abandoned	N/A	N/A
European (0101030.123- EP1)	01987131.8	04/06/2000	Abandoned	N/A	N/A
PCT (0101030.123- WO1)	PCT/US01/44632	11/29/2001	Entered National Phase/Expired	N/A	N/A

PROCESS FOR HIGH TEMPERATURE PRODUCTION OF ORGANIC AEROGELS					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.124- US2)	09/221520	12/28/1998	Issued	6090861	07/18/2000
United States (0101030.124- US3)	09/389930	09/03/1999	Issued	6077876	06/20/2000

COMPOSITIONS COMPRISING PHASE CHANGE MATERIALS, INSULATED CONTAINERS COMPRISING THEM AND METHODS OF USING THEM					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.126- US1)	61/539907	09/27/2011	Expired	N/A	N/A

SHIPPING BOX

COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.127- US1)	29/419651	04/30/2012	Abandoned	N/A	N/A

SHIPPING BOX					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.128- US1)	61/640611	04/30/2012	Expired	N/A	N/A
United States (0101030.128- US2)	13/873050	04/29/2013	Abandoned	N/A	N/A

TEMPLATE-ASSISTED PRODUCTION OF POROUS MATERIALS					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.129- US1)	61/982932	04/23/2014	Expired	N/A	N/A
United States (0101030.129- US2)	62/015340	06/20/2014	Expired	N/A	N/A
PCT (0101030.129- WO1)	PCT/US15/27398	04/23/2015	Entered National Phase/Expired	N/A	N/A
BR (0101030.129- BR1)	1120160248058	04/23/2015	Pending	Pending	Pending
CA (0101030.129- CA1)	2,946,746	04/23/2015	Pending	Pending	Pending
CN (0101030.129- CN1)	201580028150.6	04/23/2015	Pending	Pending	Pending
EP (0101030.129- EP1)	15782535.7	04/23/2015	Pending	Pending	Pending
IN (0101030.129- IN1)	Not yet known	04/23/2015	Pending	Pending	Pending
KR (0101030.129- KR1)	10-2016-7032547	04/23/2015	Pending	Pending	Pending
SG (0101030.129- SG1)	11201608857W	04/23/2015	Pending	Pending	Pending
US (0101030.129- US3)	15/305,961	10/21/2016	Pending	Pending	Pending

VESSEL ASSEMBLIES FOR TEMPERATURE CONTROLS					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.130-US1)	62/147631	04/15/2015	Expired	N/A	N/A
PCT (0101030.130-WO1)	PCT/US16/027638	04/14/2016	Pending	Pending	Pending

SHAPED FOAM HOLDING PHASE CHANGE MATERIAL					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.131-US1)	TBD	TBD	In progress	TBD	TBD

LINKED ANTENNA PAIR FOR TRANSMISSION THROUGH SHIELDED SHIPPING CONTAINER					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.132-US1)	62/409611	10/18/2016	Pending	Pending	Pending

COMPARTMENTALIZED SHIPPING CONTAINER FOR TEMPERATURE CONTROL MATERIAL DISTRIBUTION					
COUNTRY (Our Reference)	SERIAL NO.	FILING DATE	STATUS	PATENT NO.	GRANT DATE
United States (0101030.135-US1)	TBD	TBD	In progress	TBD	TBD