

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7152168

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	KETOS INC.	01/31/2022
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE, HF150	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	10422671	
Patent Number:	10928229	
Patent Number:	10436749	
Patent Number:	9970899	
CORRESPONDENCE DATA		
Fax Number:		
<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:	7033826485	
Email:	DHall@vlpawgroup.com	
Correspondent Name:	DAVIS HALL	
Address Line 1:	12703 HITCHCOCK COURT	
Address Line 4:	RESTON, VIRGINIA 20191	
ATTORNEY DOCKET NUMBER:	SVB-KETOS	
NAME OF SUBMITTER:	DAVIS HALL	
SIGNATURE:	/DavisHall/	
DATE SIGNED:	02/01/2022	
Total Attachments: 8		
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source=SVB_Ketos_Intellectual Property Security Agreement_Executed_1-31-22#page2.tif		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of January 31, 2022 by and between SILICON VALLEY BANK ("Bank") and KETOS INC. ("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 Grantor dated July 17, 2019 (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 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 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.

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.

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.

3. 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.

4. 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.

5. 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.

6. 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).

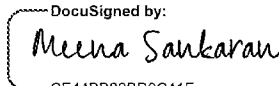
7. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until either (a) (i) all Obligations (other than inchoate indemnity obligations) are repaid in full in cash, (ii) Bank's obligation to make Credit Extensions has terminated, and (iii) the Loan Agreement has terminated, or (b) the occurrence of an IP Release Event (the first to occur of either (a) or (b) being referred to as the "Facility Termination"). Upon the Facility Termination, this Agreement shall be deemed released and terminated and Bank shall, at Grantor's sole cost and expense, terminate its security interest in the Collateral and deliver all releases and terminations necessary to implement such release and termination.

[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:

KETOS INC.

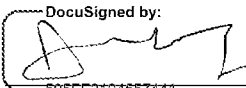
By:  DocuSigned by:
CE44BB268B0C41E...

Name: Meena Sankaran

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  DocuSigned by:
595FE2194557441...

Name: Josh Wagner

Title: Vice President II

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
KETOS SmartWaterIQ (Platform & Mobile App Interface) .	VA0002217273	08/20/2020

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Self-charging water usage monitor, systems, and methods	10422671	09/24/2019
	15752229	05/23/2017
Self-charging water usage monitor, systems, and methods	10928229	02/23/2021
	15963874	04/26/2018
Automated smart water quality monitor and analyzer and associated methods	10436749	10/08/2019
	15977806	05/11/2018
Automated smart water quality monitor and analyzer and associated methods	9970899	05/15/2018
	15649379	07/13/2017

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
KETOS WAVE	6188661	11/03/2020
	88817942	03/02/2020
KETOS	6188550	11/03/2020
	88786585	02/05/2020
KETOS SHIELD	6188549	11/03/2020
	88786583	02/05/2020
KETOS	5274701	08/29/2017
	87221669	10/31/2016
KETOS	5274700	08/29/2017
	87221660	10/31/2016

EXHIBIT D

Mask Works

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			