

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7461284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SUPERCritical STORAGE COMPANY, INC.	04/12/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MTERRA VENTURES, LLC
<b>Street Address:</b>	53 STATE STREET 15TH FLOOR
<b>Internal Address:</b>	RUBIN AND RUDMAN LLP
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17521190
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)330-7550
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	18081-1
<b>NAME OF SUBMITTER:</b>	WILLIAM MCDIARMID
<b>SIGNATURE:</b>	/wmcdiarmid/
<b>DATE SIGNED:</b>	08/01/2022
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “**Patent Security Agreement**”), is entered into and made effective as of April 12, 2022, by and between Supercritical Storage Company, Inc., a Delaware corporation with a principal office of 365 Water Street, Akron, Ohio 44308 (the “**Grantor**”), and mTerra Ventures, LLC, a Delaware limited liability company (the “**Secured Party**”).

WHEREAS, Grantor and the Secured Party are parties to that certain Second Amended and Restated Securities Purchase Agreement, dated April 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**SPA**”), concerning the sale of certain Debt (as defined in the SPA) to Secured Party, which Debt is evidenced by certain Notes (as defined in the SPA);

WHEREAS, to secure Grantor’s obligations under the Notes, Grantor and Secured Party entered in to certain Second Amended and Restated Security Agreement and Reaffirmation, dated as of April 11, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), whereby Grantor has granted to Secured Party a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Patent Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all of Grantor’s Obligations (as defined in the Security Agreement); and

WHEREAS, this Patent Security Agreement is supplemental to the provisions of the Security Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The above recitals are incorporated into this Patent Security Agreement by this reference.
2. **Defined Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.
3. **Grant of Security.** Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to, whether owned or existing or hereafter acquired or arising and wherever located, (i) the patent(s) and patent applications and registrations set forth in Schedule I. hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, the foregoing, (iv) the right (but not the obligation) to make and prosecute applications for such patents, and (v) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “**Patent Collateral**”).

4. **After-Acquired Patents.** If before all of the Grantor's obligations under the Notes shall have been satisfied in full, the Grantor shall obtain any right, title or interest in or to any other or new patents or patent applications, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto and the Grantor shall promptly (but in no event more frequently than once every sixty (60) days) give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to grant a security interest therein to the Secured Party.
5. **Security for Obligations.** The grant of a security interest in the Patent Collateral by Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations owed to the Secured Party.
6. **Recordation.** Grantor agrees to execute or otherwise authenticate this Patent Security Agreement for recording the Security Interest granted to the Secured Party in the Patents and Patent Licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Patents and Patent Licenses. Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States or elsewhere record this Patent Security Agreement. Grantor further authorized the Secured Party to file a copy of this Patent Security Agreement and/or any necessary UCC financing statement to perfect the Secured Party's Security Interest.
7. **Grants, Rights and Remedies.** Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
8. **Amendments in Writing.** None of the terms or provisions of this Patent Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and Secured Party with respect to which such waiver, amendment or modification.
9. **Notices.** All notices, requests and demands pursuant hereto shall be made in accordance with Section 4(c) of the Security Agreement.
10. **Successors and Assigns.** The provisions of this Patent Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Grantor may not assign, transfer or delegate any of its rights or obligations under this Patent Security Agreement without the prior written consent of the Secured Party.

- 11. Counterparts.** This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Patent Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- 12. Severability.** Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 13. Governing Law.** THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, FEDERAL LAW, AND TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE SUBSTANTIVE LAW OF THE STATE OF DELAWARE AND THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS PATENT SECURITY AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, Grantor and the Secured Party have duly executed this Patent Security Agreement as of the day and year first above written.

MTERRA VENTURES, LLC, as Secured Party

By: /Michael Mars/  
Name: Michael Mars  
Title: Managing Member

SUPERCritical STORAGE COMPANY, INC., as Grantor

By: /Philip D. Brennan/  
Name: Philip D. Brennan  
Title: CEO

**Schedule I. United States Patents/Applications.**

<b>Grantor</b>	<b>Title</b>	<b>Country</b>	<b>Application No. Patent/Pub. No.</b>	<b>Filing Date</b>
Supercritical Storage Company, Inc.	Systems and Methods for Generating Electricity Via a Pumped Thermal Energy Storage System	USA	17/521,190	11/8/21