

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7568333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED FUNCTIONAL FABRICS OF AMERICA, INC.	09/30/2022
RECEIVING PARTY DATA	
Name:	BANKPROV
Street Address:	5 MARKET STREET
City:	AMESBURY
State/Country:	MASSACHUSETTS
Postal Code:	01913
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	15997740
Application Number:	16006343
Application Number:	16457075
Application Number:	16832066
Application Number:	16985854
Application Number:	16986317
Application Number:	17109037
Application Number:	17236348
CORRESPONDENCE DATA	
Fax Number:	(617)422-0383
<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:	6174220200
Email:	ceg@bostonbusinesslaw.com
Correspondent Name:	SHAUN BRIERE
Address Line 1:	155 FEDERAL STREET, 9TH FLOOR
Address Line 2:	HACKETT FEINBERG, P.C.
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	SHAUN BRIERE
SIGNATURE:	/Shaun Briere/
DATE SIGNED:	09/30/2022

PATENT

Total Attachments: 9

source=IP Security Agreement#page1.tif

source=IP Security Agreement#page2.tif

source=IP Security Agreement#page3.tif

source=IP Security Agreement#page4.tif

source=IP Security Agreement#page5.tif

source=IP Security Agreement#page6.tif

source=IP Security Agreement#page7.tif

source=IP Security Agreement#page8.tif

source=IP Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) dated as of this 30th day of September, 2022, is made by and between Advanced Functional Fabrics of America, Inc., a Massachusetts nonprofit corporation having an address of 12 Emily Street, Suite 2, Cambridge, MA 02139 (the “Borrower”), and BankProv, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the “Lender”).

Recitals

A. Borrower and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower.

B. In connection with the Credit Agreement, Lender and Borrower have executed and delivered that certain Security Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”).

As a condition to the Security Agreement, Lender has required the execution and delivery of this Agreement by the Borrower.

For good and valuable consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

Any reference to an Event of Default that “exists” or is “continuing” shall mean an Event of Default that has occurred and has not been waived in writing by the Lender.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest"), and upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, the power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no subsidiary or affiliate of the Borrower owns, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks used by Borrower in the conduct of its business. If after the date hereof any affiliate or subsidiary of the Borrower owns, or has a right to have assigned to it any such items, then the Borrower shall, within 30 days of learning of such items, either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify Lender of such item(s) and cause such subsidiary or affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) Title. The Borrower as identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens (other than Permitted Liens). The Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, other than Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens, other than Permitted Liens.

(e) No Sale. The Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent which shall not be unreasonably withheld, except as otherwise permitted by the Credit Agreement.

(f) Defense. The Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. The Borrower shall maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and other authorizations necessary for the ownership and operation of their properties and businesses, if the failure so to maintain the same would create a Material Adverse Change.

(h) Lender's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Borrower's receipt of Lender's written notice thereof, or if the Borrower notifies Lender that it intends to abandon a Patent or Trademark that is material and necessary to Borrower's business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay Lender on demand the amount of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) above or exercising its rights under Section 6.

(j) Power of Attorney. To facilitate Lender's taking action under subsection (h) above and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for Lender, after the occurrence and during continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer,

pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations; provided that, the power of attorney granted herein shall not be exercised unless and until the occurrence and continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Credit Agreement).

4. [Reserved].

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower fails promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 hereof shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Credit Agreement), Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to Lender, and the Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original

for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflict of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

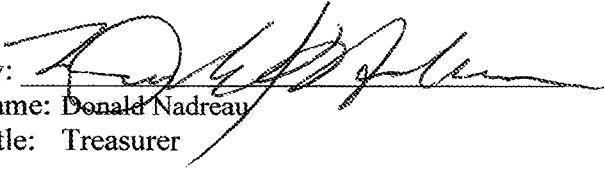
8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

BORROWER:

ADVANCED FUNCTIONAL
FABRICS OF AMERICA, INC.

By: 

Name: Donald Nadreau

Title: Treasurer

LENDER:

THE PROVIDENT BANK

By: _____

Name: Gabrielle A. Piasio

Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

BORROWER:

ADVANCED FUNCTIONAL
FABRICS OF AMERICA, INC.

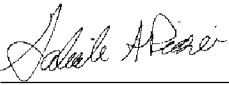
By: _____

Name:

Title:

LENDER:

BANKPROV

By:  _____

Name: Gabrielle A. Piasio

Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Patent Number</u>	<u>Issue Date</u>	<u>Publication Date</u>	<u>Application Number</u>	<u>Patent Name</u>
10962816	03/30/2021	12/20/2018	15997740	Flexible Color-Changing Fibers and Fabrics
10594400	03/17/2020	01/03/2019	16006343	Free Space Optical Communication-Enabled Textile Assembly
11120319	09/14/2021	10/24/2019	16457075	Uniquely Identifiable Articles of Fabric and Social Networks Employing them
None		10/01/2020	16832066	Optical Communications Methods and Systems Using Motion Blur
11093809	08/17/2021	02/11/2021	16985854	Machine-Readable Tape
None		02/11/2021	16986317	Switching Ribbons for Textiles
None		06/24/2021	17109037	Uniquely Identifiable Articles of Fabric Configured for Data Communication
None		12/23/2021	17236348	Multi-Material Fibers and Methods of Manufacturing the Same

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Trademark Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark Name</u>
86974563	5239313	07/11/2017	AFFOA
87059807	5239600	07/11/2017	affoa
87579298	5511594	07/10/2018	LOOKS
87579361	5511595	07/10/2018	Design Only
87580355	5432506	03/27/2018	Design Only