

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7661259

<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>
	NAUTICUS ROBOTICS HOLDINGS, INC.	09/09/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ATW SPECIAL SITUATIONS I LLC	
<b>Street Address:</b>	17 STATE STREET SUITE 2100	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10004	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15449803	
<b>Application Number:</b>	16782132	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)451-2222	
<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>		
<b>Phone:</b>	212.451.2300	
<b>Email:</b>	MLGTrademarks@olshanlaw.com	
<b>Correspondent Name:</b>	OLSHAN FROME WOLOSKY LLP	
<b>Address Line 1:</b>	1325 AVENUE OF THE AMERICAS	
<b>Address Line 2:</b>	ATTN: MARY GRIECO LEE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019	
<b>ATTORNEY DOCKET NUMBER:</b>	11101-007 EN	
<b>NAME OF SUBMITTER:</b>	MARY GRIECO LEE	
<b>SIGNATURE:</b>	/Mary Grieco Lee/	
<b>DATE SIGNED:</b>	11/23/2022	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 061866 FRAME: 0312**

**GRANT OF SECURITY INTEREST  
FOR TRADEMARKS AND PATENTS**

THIS GRANT OF SECURITY INTEREST (this “**Grant**”), effective as of September 9, 2022, is executed by Nauticus Robotics Holdings, Inc. (f/k/a Nauticus Robotics, Inc., f/k/a Houston Mechatronics, Inc.), a Texas corporation (“**Pledgor**”), in favor of ATW SPECIAL SITUATIONS I LLC, a Delaware limited liability company, as agent (the “**Secured Party**”) on behalf of the Creditors (as defined below).

WHEREAS, the Pledgor has entered into (i) that certain Securities Purchase Agreement, dated as of December 16, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and among Nauticus Robotics, Inc. (f/k/a Cleantech Acquisition Corp.), a Delaware corporation (together with its successors and assigns, the “**Company**”), the Pledgor and Secured Party as a purchaser and the other purchasers party thereto, (ii) that certain Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) by and among the Company and the Pledgor, as debtors, the Creditors (as defined below), and the Secured Party as agent and (iii) that certain Intellectual Property Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) by and among the Company and the Pledgor, as pledgors, and Secured Party as agent;

WHEREAS, the Pledgor, and the Secured Party in its capacity as agent on behalf of the holders of the Debentures (defined below), their endorsees, transferees and assigns (collectively, the “**Creditors**”) wish to enter into this Grant in order to secure the obligations of the Company under the Company’s 5% Original Issue Discount Senior Secured Convertible Debentures dated as of the date hereof and due September 9, 2026 (collectively, the “**Debentures**”);

WHEREAS, the Pledgor (i) has adopted, used, is using and/or is planning to use the trademarks more particularly described on Schedule 1 annexed hereto as part hereof (the “**Trademarks**”) and (ii) owns issued patents or has applied for patents in the United States Patent and Trademark Office more particularly described on Schedule 2 annexed hereto as part hereof (the “**Patents**”);

WHEREAS, pursuant to the Purchase Agreement, the Debentures, the Pledge and Security Agreement and the Intellectual Property Security Agreement, the Pledgor has agreed, among other things, to grant a security interest to the Secured Party, for the benefit of the Creditors, in all patents, trademarks, copyrights and other intellectual property of the Pledgor, to secure all debts, obligations or liabilities now or hereafter existing, other than contingent indemnification obligations, of the Company and the Pledgor owed to the Creditors under the Debentures (such obligations, together with any obligations of the Pledgor under this Grant, the “**Obligations**”); and

WHEREAS, the Pledgor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Pledgor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks and Patents, and all causes of action which may exist by reason of infringement of any of the Trademarks and/or Patents (the “**Collateral**”), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Pledgor does hereby grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Pledgor agrees to perform, until all of the Obligations have been paid in full, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Pledgor's expense, in perfecting the Secured Party's security interest in the Trademarks and Patents. Such acts may include, but are not limited to, execution of documents. Until all of the Obligations have been paid in full, Pledgor hereby irrevocably appoints the Secured Party as such Pledgor's attorney-in-fact, such appointment being coupled with an interest, to execute and file any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Pledge and Security Agreement and the Intellectual Property Security Agreement and the rights and remedies of the Secured Party set forth herein are without prejudice to, and are in addition to, those set forth in the Pledge and Security Agreement and the Intellectual Property Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement). In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement and/or the Intellectual Property Security Agreement, the provisions of the Pledge and Security Agreement and the Intellectual Property Security Agreement shall govern.

IN WITNESS WHEREOF, the Pledgor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

**PLEDGOR**

NAUTICUS ROBOTICS HOLDINGS, INC.  
(f/k/a Nauticus Robotics, Inc., f/k/a Houston Mechatronics, Inc.)

By: Nicolaus A. Radford  
Name: Nicolaus A. Radford  
Title: President and Chief Executive Officer

**SECURED PARTY**

ATW SPECIAL SITUATIONS I LLC

By: \_\_\_\_\_  
Name: Antonio Ruiz-Gimenez  
Title: Authorized Signatory

IN WITNESS WHEREOF, the Pledgor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

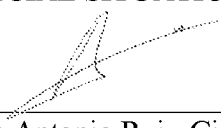
**PLEDGOR**

NAUTICUS ROBOTICS HOLDINGS, INC.  
(f/k/a Nauticus Robotics, Inc., f/k/a Houston Mechatronics, Inc.)

By: \_\_\_\_\_  
Name: Nicolaus A. Radford  
Title: President and Chief Executive Officer

**SECURED PARTY**

ATW SPECIAL SITUATIONS I LLC

By:  \_\_\_\_\_  
Name: Antonio Ruiz-Gimenez  
Title: Authorized Signatory

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**TRADEMARK REGISTRATIONS/APPLICATIONS**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Goods/Services</b>	<b>Status</b>
NAUTICUS ROBOTICS	97116289	November 9, 2021	Robotic vehicles in Class 9 Maintenance and repair services for oil and gas platforms featuring robots in Class 37	Pending
TOOLKITT	97230288	January 20, 2022	Recorded computer software for operation of subsea robot in Class 9	Pending
NAUTICUS TOOLKITT	97230285	January 20, 2022	Recorded computer software for operation of subsea robot in Class 9	Pending
GREEN ROBOTICS FOR A BLUE ECONOMY	97230283	January 20, 2022	Underwater repair and maintenance services for offshore structures in Class 37	Pending

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

**PATENTS**

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>
Re-configurable Subsea Robot	15/449803	March 3, 2017	10450040	October 22, 2019	Issued
Subsea Manipulator	16/782132	February 5, 2020	N/A	N/A	Published