

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7693689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE TOMORROW COMPANIES INC.	12/14/2022
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	53 STATE STREET, 28TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 28	
Property Type	Number
Application Number:	62354320
Application Number:	62479025
PCT Number:	US2017039039
Patent Number:	10078155
Patent Number:	10955585
Application Number:	17161247
Application Number:	17879691
Application Number:	62581531
Application Number:	62609096
PCT Number:	US2018067203
Patent Number:	10962680
Application Number:	17176886
Patent Number:	11294096
Application Number:	17681338
Application Number:	62752781
Application Number:	16669479
Application Number:	17745498
Application Number:	62368203
Patent Number:	10718863
Application Number:	16925019

Property Type	Number
Application Number:	62479981
Patent Number:	10908255
Application Number:	17163640
Application Number:	62835282
Application Number:	16885193
Application Number:	63002479
Application Number:	17219659
PCT Number:	US2125253

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1860574 PAT
NAME OF SUBMITTER:	GWENDOLYN MECSAS
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	12/14/2022

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 14, 2022, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 53 State Street, 28th Floor, Boston, Massachusetts 02109 (“Bank”) and **THE TOMORROW COMPANIES INC.**, a Delaware corporation, with its principal place of business located at 9 Channel Center Street, 7th Floor, Boston, Massachusetts 02210 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank under the Loan Agreement and the Loan Documents, 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.

3. Authorization. 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.

4. 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.

5. 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.

6. 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.

7. 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 Commonwealth of Massachusetts without giving effect to any choice or

conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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:

THE TOMORROW COMPANIES INC.

DocuSigned by:
By: **Shimon Elkabetz**
E0EFF93175014A3...

Name: Shimon Elkabetz

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: *Michelle Gallipeau*
0388FE1DE88D4F0...

Name: Michelle Gallipeau

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Not applicable

Not applicable

Not applicable

EXHIBIT B**TOMORROW COMPANIES, INC.****Patent Table**

"2" FAMILY		
TOMORROW-P1 Real-Time Implementation and Application of Environmental monitoring	Application Date: 6/24/2016	US: 62/354320
TOMORROW-P2 Real-Time Precipitation Forecasting System	Application Date: 3/30/2017	US: 62/479025
TOMORROW-PC2 Real-Time Precipitation Forecasting System	Application Date: 6/23/2017	PCT: US2017/039039
TOMORROW-EP2 Real-Time Precipitation Forecasting System	Application Date: 1/24/2019	EP: 17816311.9

TOMORROW-U2 Real-Time Precipitation Forecasting System	Application Date: 6/23/2017 Registration Date: 9/18/2018	US: 15/632025 Patent No. 10078155
TOMORROW-U2C1 Real-Time Precipitation Forecasting System	Application Date: 8/13/2018 Registration Date: 3/23/2021	US: 16/102659 Patent No. 10955585
TOMORROW-U2C2 Real-Time Precipitation Forecasting System	Application Date: 1/28/2021	US:17/161247
TOMORROW-U2C3 Real-Time Precipitation Forecasting System	Application Date: 8/2/2022	US:17/879691
"4" FAMILY		
TOMORROW-P3 Improved Real- Time Weather Forecasting System	Application Date: 11/3/2017	US: 62/581531
TOMORROW-P4 Systems and Methods for Real Time Weather Forecasting	Application Date: 12/21/2017	US: 62/609096

TOMORROW-PC4 Improved Real-Time Weather Forecasting System	Application Date: 12/21/2018	PCT: US2018/067203
TOMORROW-EP4 Improved Real-Time Weather Forecasting System	Application Date: 7/21/2020	EP: 18893019.2
TOMORROW-U4A Improved Real-Time Weather Forecasting System for Transportation Systems	Application Date: 11/5/2018 Registration Date: 3/30/2021	US: 16/181137 Patent No. 10962680
TOMORROW-U4AC1 Improved Real-Time Weather Forecasting System for Transportation Systems	Application Date: 2/16/2021	US: 17/176886
TOMORROW-U4B Improved Real-Time Data Pipeline Techniques for Improving a Fast Weather Forecasting System	Application Date: 11/5/2018 Registration Date: 4/5/2022	US: 16/181148 Patent No. 11294096

TOMORROW-U4BC1 Improved Real-Time Data Pipeline Techniques for Improving a Fast Weather Forecasting System	Application Date: 2/25/2022	US: 17/681338
“5” FAMILY		
TOMORROW-P5 Forecasting Method with Machine Learning	Application Date: 10/30/2018	US: 62/752781
TOMORROW-U5 Forecasting Method with Machine Learning	Application Date: 10/30/2019	US: 16/669479
TOMORROW-U5C1 Forecasting Method with Machine Learning	Application Date: 5/16/2022	US: 17/745498
“100” Family		
TOMORROW-P100 Mobile Radar for Visualizing Topography	Application Date: 7/29/2016	US: 62/368203

TOMORROW-U100 Mobile Radar for Visualizing Topography	Application Date: 7/21/2017 Registration Date: 7/21/2020	US: 15/657056 Patent No. 10718863
TOMORROW-U100C1 Mobile Radar for Visualizing Topography	Application Date: 7/9/2020	US: 16/925019
“101” Family		
TOMORROW-P101 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	Application Date: 3/31/2017	US: 62/479981
TOMORROW-U101 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	Application Date: 3/29/2018 Registration Date: 2/2/2021	US: 15/939562 Patent No. 10908255
TOMORROW-U101C1 Modular Object-Oriented Digital Sub-System Architecture with Primary Sequence Control and Synchronization	Application Date: 2/1/2021	US: 17/163640

“102” Family		
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TOMORROW-P102 Scanning Synthetic Aperature Sonar System	Application Date: 5/28/2019	US: 62/835282
TOMORROW-U102 Scanning Synthetic Aperature Sonar System	Application Date: 5/27/2020	US: 16/885193
“103” Family		
TOMORROW-P103 Conical Scan Weather Radar	Application Date: 3/31/2020	US: 63002479
TOMORROW-U103 Conical Scan Weather Radar	Application Date: 3/31/2021	US: 17/219659
TOMORROW-PC103 Conical Scan Weather Radar	Application Date: 3/31/2021	PCT/US21/25253

EXHIBIT C**TOMORROW COMPANIES, INC.****Trademark Table**

INSPYRIS ID	Word Mark	Application/ Registration Number	Application/ Registration Date
TOMORROW-TM5 IC 009, US 021 023 026 036 038, G & S Downloadable computer software and downloadable computer applications	CLIMACELL	US: 87233876 Registration No. 5675747	Application Date: 11/11/2016 Registration Date: 2/12/2019

INSPYRIS ID	Word Mark	Application/ Registration Number	Application/ Registration Date
<p>TOMORROW-TM6</p> <p>IC 009. US 021 023 026 036 038. G & S</p> <p>Downloadable computer software and downloadable computer applications</p>	HYPERCAST	<p>US: 87335720</p> <p>Registration No. 5649901</p>	<p>Application Date: 2/14/2017</p> <p>Registration Date: 1/8/2019</p>
<p>TOMORROW-TM7</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	HYPERCAST	<p>US: 87977225</p> <p>Registration No. 5466440</p>	<p>Application Date: 2/14/2017</p> <p>Registration Date: 5/8/2018</p>

INSPIRIS ID	Word Mark	Application/ Registration Number	Application/ Registration Date
<p>TOMORROW-TM8</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	CLIMACELL	<p>US: 87976436</p> <p>Registration No. 5388574</p>	<p>Application Date: 11/11/2016</p> <p>Registration Date: 1/23/2018</p>
<p>TOMORROW-TM10</p> <p>Downloadable computer software and downloadable computer applications</p> <p>IC 042. US 100 101. G & S</p> <p>Software as a Service</p>	SO YOU CAN TAKE CONTROL	<p>US: 88805843</p> <p>Registration No. 6672822</p>	<p>Application Date: 2/21/2020</p> <p>Registration Date: 3/15/2022</p>

INSPIRIS ID	Word Mark	Application/ Registration Number	Application/ Registration Date
TOMORROW-TM11 IC 009. US 021 023 026 036 038. G & S: Computer hardware and software systems for generation, capture, processing, storage and display of digital radar, sonar and radiometry signals; Radar apparatus; Radar receivers with amplifiers; Sonar; Sonar equipment and parts thereof.	ARENA	US: 87272940 Registration No. 6080421	Application Date: 12/19/2016 Registration Date: 6/16/2020

International Trademarks Owned by The Tomorrow Companies Inc. (but which stand in the name of Climacell, Inc.)

Mark	Country	Status/Status Date	App. No./Reg. No.	Int'l Classes	Record Owner
CLIMACELL	European Union	Registered/ Aug. 14, 2017	016611253	9, 42	Climacell, Inc.
CLIMACELL	Great Britain	Registered/August 14, 2017	UK00916611253	9, 42	Climacell, Inc.

EXHIBIT D

Mask Works

None