

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI118624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
Weatherflow-Tempest, Inc.			03/22/2024
RECEIVING PARTY DATA			
Company Name:	WindSail Climate Capital Fund II, L.P.		
Street Address:	133 Federal Street, Suite 702		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	D805924		
Patent Number:	D805925		
Patent Number:	10520646		
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-988-3590		
Email:	patentdocketing@foleyhoag.com,dmahoney@foleyhoag.com		
Correspondent Name:	Denise M. Mahoney		
Address Line 1:	FOLEY HOAG LLP		
Address Line 2:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	WindSail -Tempest		
NAME OF SUBMITTER:	Denise Mahoney		
SIGNATURE:	Denise Mahoney		
DATE SIGNED:	03/25/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 22, 2024, is made by and between Weatherflow-Tempest, Inc., a Delaware corporation (the “Borrower”), in favor of WindSail Climate Capital Fund II, L.P., a Delaware limited partnership (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented or restated hereafter, the “Loan Agreement”), by and between the Borrower and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, the Borrower has granted to the Lender, a security interest in substantially all the assets of the Borrower including all right, title and interest of the Borrower in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by the Borrower’s, and each of its Subsidiaries’, as applicable, copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Documents, the Borrower hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Loan Documents, hereby grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations, and copyright applications, including, without limitation, those referred to on Schedule 1A hereto (collectively, “Copyrights”);

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) 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.

(b) Patents.

(i) all of its registered patents and applications for registration thereof, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) 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.

(c) Trademarks.

(i) all of its trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1C hereto (collectively, "Trademarks");

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

Section 3. Loan Documents. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Documents and the Borrower hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Borrower's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. The Borrower hereby represents and warrants that the trademarks, patents and copyrights listed opposite the Borrower's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to the Borrower.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

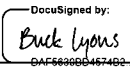
Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrower has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

WEATHERFLOW-TEMPEST, INC.

By:  DocuSigned by:
Buck Lyons
DAF569B06467402
Name: Buck Lyons
Title: CEO , President, Treasurer


[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 066889 FRAME: 0980

Accepted and agreed to by:

LENDER

WINDSAIL CLIMATE CAPITAL FUND
II, L.P.
By: WINDSAIL GP II, LLC, its General
Partner

By: DocuSigned by:

668f92974678468...
Name: Matthew O'Rourke
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 066889 FRAME: 0981

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS**

None.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS**

Patent Number	Serial Number	Filing Date	Issue Date
D805,924	29/572,558	July 28, 2016	December 26, 2017
D805,925	29/572,560	July 28, 2016	December 26, 2017
10,520,646	15/594,388	May 12, 2017	December 31, 2019

**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS**

Trademark Registration Number & Mark	Serial Number	Filing Date	Registration Date
4,323,491 iWINDSURF (word mark)	85694500	August 3, 2012	April 23, 2013
6,918,539 TEMPEST (word mark)	88180499	November 3, 2018	December 6, 2022
7,009,399 TEMPEST° (word mark)	97016364	September 8, 2021	March 28, 2023
7,045,957 NEARCAST (word mark)	97016340	September 8, 2021	May 9, 2023