

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI483756

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
Rebound Technologies, Inc.		09/04/2024
RECEIVING PARTY DATA		
Company Name:	Cornerstone Collateral Corp.	
Street Address:	34 Browns Race Road	
City:	ROCHESTER	
State/Country:	NEW YORK	
Postal Code:	14614	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	11530863	
Patent Number:	11460226	
Patent Number:	11441830	
Patent Number:	11913701	
Patent Number:	10995993	
Patent Number:	10584904	
Patent Number:	11473818	
Patent Number:	10544974	
Patent Number:	11236935	
Patent Number:	9360242	
Patent Number:	9310140	
Patent Number:	9885524	
Patent Number:	11079184	
Application Number:	18077370	
Application Number:	18408962	
Application Number:	63537486	
Application Number:	63540231	
PCT Number:	US1967892	
PCT Number:	US1919323	
PCT Number:	US1968588	

PATENT

Property Type	Number
PCT Number:	US1824436
PCT Number:	US1849288
PCT Number:	US1552521
Patent Number:	12066208

CORRESPONDENCE DATA

Fax Number: 2027835851

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: 2027834141

Email: kpappano@wbklaw.com, ntangellamudi@wbklaw.com

Correspondent Name: Nitin Tangellamudi Esq.

Address Line 1: 1800 M Street NW, Suite 800N

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	ORBI-001
NAME OF SUBMITTER:	Kristen Pappano
SIGNATURE:	Kristen Pappano
DATE SIGNED:	09/10/2024

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of September 4, 2024, by and between (i) Cornerstone Collateral Corp., a New York corporation, as administrative agent and collateral agent for the Lenders (as defined in the PSA (defined herein)) ("Agent"), and (ii) Rebound Technologies, Inc., a Delaware corporation ("Grantor").

RECITALS

A. The Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Note and Warrant Purchase and Security Agreement by and between Agent, the Lenders party thereto and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "PSA"; capitalized terms used herein are used as defined in the PSA). The Agent and Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Patents, and Trademarks (as each term is defined herein) to secure the obligations of Grantor under the PSA.

B. Pursuant to the terms of the PSA, Grantor has granted to Agent, for the benefit of the Lenders, 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 Intellectual Property Collateral (as defined herein).

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 its obligations under the PSA, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the PSA, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property throughout the world (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyrights, copyright applications, copyright registrations and like protections in each work or 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, domain names, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit B attached hereto;

(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 C attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark 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 D attached hereto (collectively, the “Trademarks”);

(f) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or other items identified above, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents, Trademarks, or other items identified above; and

(i) 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 Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the PSA, which is hereby incorporated by reference. The provisions of the PSA shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the PSA and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

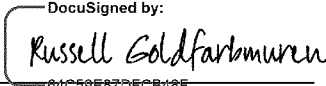
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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:

REBOUND TECHNOLOGIES, INC.

By: 
Name: Russell Goldfarbmuren
Title: Chief Technology Officer and Director

AGENT:

CORNERSTONE COLLATERAL CORP.

By: _____
Name: Benton B. Kendig, III
Title: President

[Signature Page to Intellectual Property Security Agreement]

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REBOUND TECHNOLOGIES, INC.

By: _____
Name: Russell Goldfarbmuren
Title: Chief Technology Officer and Director

AGENT:

CORNERSTONE COLLATERAL CORP.

By:  _____
Name: Benton B. Kendig, III
Title: President

[Signature Page to Intellectual Property Security Agreement]

Exhibit A

Copyrights

- Copyrightable works in Grantor's products, services, and marketing materials.

Exhibit B

Domain Names

- <https://www.rebound-tech.com/>
- <https://www.icepoint.cloud/>

Exhibit C

Patents




Title	Country	Application No.	Filing Date	Patent No.	Issue Date
Thermo-chemical recuperation systems, devices, and methods	US	17/352,326	6/20/2021	11,530,863	12/20/2022
Thermo-chemical recuperation systems, devices, and methods	US	18/077,370	12/8/2022		
Thermo-chemical recuperation systems, devices, and methods	PCT	PCT/US2019/067892	12/20/2019	N/A	N/A
Freeze point suppression cycle control systems, devices, and methods	US	17/000,337	8/23/2020	11,460,226	10/4/2022
Freeze point suppression cycle control systems, devices, and methods	PCT	PCT/US2019/019323	2/23/2019	N/A	N/A
Freeze point suppression cycle control systems, devices, and methods	EP	EP19757572	9/17/2020		
Freeze point suppression cycle control systems, devices, and methods	CN	CN201980015025	8/24/2020	CN201980015025	7/13/2021
Freeze point suppression cycle control systems, devices, and methods	HK	HK20216031785	10/26/2021	HK40042182	2/11/2022
Freeze point suppression cycle control systems, devices, and methods	JP	JP2020544525	8/21/2020	JP7235759	3/8/2023
Freeze point suppression cycle control systems, devices, and methods	CA	CA3091280	8/13/2020		
Solid production systems, devices, and methods utilizing oleophilic surfaces	US	16/966,542	7/31/2020	11,441,830	9/13/2022
Solid production systems, devices, and methods utilizing oleophilic surfaces	US	17/942,297	9/12/2022	11,913,701	2/27/2024
Solid production systems, devices, and methods utilizing oleophilic surfaces	US	18/408,962	1/10/2024		
Solid production systems, devices, and methods utilizing oleophilic surfaces	PCT	PCT/US2019/068588	12/26/2019	N/A	N/A
Thermal recuperation methods, systems, and	US	14/865,727	9/25/2015	10,995,993	5/4/2021

devices					
Thermal recuperation methods, systems, and devices	PCT	PCT/US2015/052521	9/26/2015	N/A	N/A
Thermal recuperation method and system	EP	EP15844161	12/12/2016	EP3198202	8/5/2020
Thermal recuperation method and system	FR	EP15844161	12/12/2016	FR3198202	8/5/2020
Thermal recuperation method and system	DE	EP15844161	12/12/2016	DE602015057114	8/5/2020
Thermal recuperation method and system	UK	EP15844161	12/12/2016	UK3198202	8/5/2020
Direct contact thermal recuperation using a phase-transitioned material, a freeze point suppressant, and a heat exchanger	CA	CA2952665	12/15/2016	CA2952665	4/11/2023
Thermal recuperation method and system	HK	HK18101579	2/1/2018	HK1242407	5/14/2021
Thermal recuperation method and system	JP	JP2016576018	12/26/2016	JP6737715	7/20/2020
Cycle enhancement methods, systems, and devices	US	15/935,005	3/25/2018	10,584,904	3/10/2020
Cycle enhancement methods, systems, and devices	US	16/813,023	3/3/2020	11,473,818	10/18/2022
Cycle enhancement methods, systems, and devices	PCT	PCT/US2018/024436	3/27/2018	N/A	N/A
Cycle enhancement methods, systems, and devices	EP	EP2018777347	10/4/2019		
Cycle enhancement methods, systems, and devices	CA	CA3057682	9/23/2019		
Cycle enhancement methods, systems, and devices	CN	CN201880035102	11/27/2019	CN201880035102	4/27/2021
Cycle enhancement methods, systems, and devices	HK	HK20206010828	7/9/2020	HK40020734	1/7/2022
Cycle enhancement methods, systems, and devices	JP	JP2019553031	9/26/2019		
Solid production methods, systems, and devices	US	16/119,661	8/31/2018	10,544,974	1/28/2020
Solid production methods, systems, and devices	US	16/750,170	1/23/2020	11,236,935	2/1/2022
Solid production methods, systems, and devices	PCT	PCT/US2018/049288	9/1/2018	N/A	N/A
Solid production methods, systems, and devices	CA	CA3074509	2/28/2020		
Solid production methods,	CN	CN201880056526	2/28/2020	CN20188005652	6/3/2022

systems, and devices				6	
Solid production methods, systems, and devices	HK	HK20206018736	10/23/2020	HK40029088	9/16/2022
Solid production methods, systems, and devices	EP	EP18851112.5	3/26/2020		
Solid production methods, systems, and devices	JP	JP2020512576	2/28/2020	JP07171706	11/7/2022
Solid production methods, systems, and devices	JP	JP2022176027	11/2/2022	JP07256921	4/4/2023
Methods, systems, and devices for producing a heat pump	US	14/280,080	5/16/2014	9,360,242	6/7/2016
Methods, systems, and devices for thermal enhancement	US	13/761,463	2/7/2013	9,310,140	4/12/2016
Methods, systems, and devices for thermal enhancement	US	15/090,756	4/5/2016	9,885,524	2/6/2018
Methods, systems, and devices for thermal enhancement	US	15/855,048	12/27/2017	11,079,184	8/3/2021
Temperature and humidity control methods, systems and devices	US	17/746,006	5/17/2022	12066208	08/20/2024
Multi-Zone Ice Tank Devices, Systems, and Methods for Freeze Point Suppression Cycles	US	63/537,486	9/9/2023		
Thermal Recuperation and Mass Transfer Methods, Systems, and Devices	US	63/540,231	9/25/2023		

Exhibit D

Trademarks

Mark	Country	Application No.	Registration No.	Registration Date
ICEPOINT	US	86/428,485	5,438,536	April 3, 2018
ICECASE	US	N/A	N/A	N/A
	US	N/A	N/A	N/A
REBOUND TECHNOLOGIES	US	N/A	N/A	N/A
	US	N/A	N/A	N/A
	US	N/A	N/A	N/A