

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTIV POWER SYSTEMS, INC.		09/09/2016	Corporation:
RECEIVING PARTY DATA			
Name:	MOTIVE GM HOLDINGS II, LLC		
Street Address:	4643 South Ulster Street		
Internal Address:	Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4944338	MOTIV	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@freeborn.com		
Correspondent Name:	Andrew Goldstein		
Address Line 1:	311 South Wacker Dr.		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	31283-0001		
NAME OF SUBMITTER:	Andrew L. Goldstein		
SIGNATURE:	/ALG/		
DATE SIGNED:	03/14/2017		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or modified from time to time, this "Agreement"), dated as of September 9, 2016, is made by MOTIV POWER SYSTEMS, INC., a Delaware corporation (the "Grantor"), in favor of MOTIVE GM HOLDINGS II, LLC, a Delaware limited liability company (the "Lender").

RECITALS

WHEREAS, pursuant to the Amended and Restated Secured Promissory Note, dated as of September 9, 2016, by Grantor in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note"), Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of September 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Security Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), Grantor has granted to Lender a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and licenses, together with the goodwill of the business symbolized by the foregoing, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit to Grantor, that Grantor execute and deliver this Agreement in favor of Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

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together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

- (4) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (5) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or trademark, including, without limitation, any patent or trademark referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in Schedule 1, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on Schedule 1 annexed hereto.

Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf format shall be equally effective as delivery of an original executed counterpart.

This Agreement is made for collateral security purposes only. This Agreement shall create a security interest in the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of the Note, Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's security interest in the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

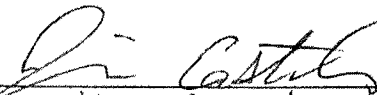
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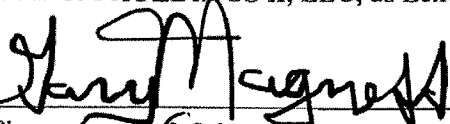
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IN WITNESS WHEREOF, the Grantor and Lender have caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

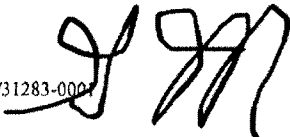
MOTIV POWER SYSTEMS, INC., as Grantor

By: 
Name: Jim Castelar
Title: CEO

MOTIVE GM HOLDINGS II, LLC, as Lender

By: 
Name: Gary Magness
Title: Manager

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Signature Page to Patent Security Agreement

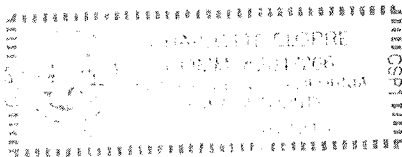


STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On this, the 12 day of OCTOBER, 20 16, before me, the undersigned notary public, personally appeared JIM CASTELAZ who acknowledged himself/herself to be CEO of Motiv Power Systems, Inc., a Delaware corporation, and the he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Charlotte Cleopre
Notary Public
My Commission Expires: 10/28/2017

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

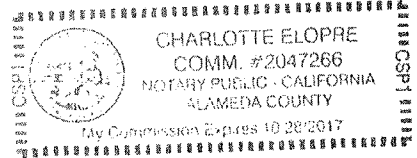
State of California
County of ALAMEDA

On 10/12/2010 before me, CHARLOTTE ELOPRE
(insert name and title of the officer)

personally appeared JIM CASTELAZ
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Charlotte Eloppe (Seal)

**SCHEDULE 1
TO
PATENT AND TRADEMARK SECURITY AGREEMENT
DATED AS OF SEPTEMBER 9, 2016**


THE MOTIV POWER SYSTEMS, INC. PATENTS AND PATENT APPLICATIONS

Patent No.	Title	Serial No.	Issue Date	Filing Date
8,519,670	System and Method for Balancing Charge Within a Battery Pack	12/730,174	08-27-2013	03-23-2010
8,698,351	System And Method For Managing A Power System With Multiple Power Components	12/908,816	04-15-2014	10-20-2010
9,000,727	System and Method for Balancing Charge Within a Battery Pack	13/954,598	04-07-2015	07-30-2013

U.S. Patent Applications:

Appl. Serial No.	Title	Filing Date	Status
13/868,075	Performing Active Interrogation Of Battery Packs In Situ To Obtain Precise SoC And SoH Estimates	04-22-2013	Pending
14/214,380	System And Method Of Load Testing Multiple Power Converters Without Dedicated Test Equipment	03-14-2014	Pending (Notice of Allowance Mailed)
14/231,728	System And Method For Managing A Power System With Multiple Power Components	03-31-2014	Pending
14/614,118	Generating Leakage Canceling Current In Electric Vehicle Charging Systems	02-04-2015	Pending (Allowable Subject Matter)
15/250,906	Power Share Converter For Connecting Multiple Energy Storage Systems	08-29-2016	Pending
62382775	Heat Pump Vehicle Thermal System	09-01-2016	Pending

THE MOTIV POWER SYSTEMS, INC. TRADEMARKS AND TRADEMARK APPLICATIONS

Reg. No.	Mark	Reg. Date	Serial No.	Filing Date
4944338		04-26-2016	86575842	03-25-2015

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