

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZPOWER, LLC		01/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	7255 WOODMONT AVE, SUITE 200		
Internal Address:	c/o MIDCAP FINANCIAL SERVICES, LLC, as servicer		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> • APOLLO CAPITAL MANAGEMENT, L.P., its investment manager, DELAWARE, Limited Partnership • APOLLO CAPITAL MANAGEMENT GP, LLC, its general partner, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4354333	ZPOWER	
Registration Number:	4354334	Z POWER	
Registration Number:	3581260	Z POWER	
Registration Number:	3462875	ZPOWER	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	VALERIE BRENNAN		

CH \$115.00 4354333

SIGNATURE:	/vb/
DATE SIGNED:	01/22/2018
Total Attachments: 12 source=ZPower IP Security Agreement#page1.tif source=ZPower IP Security Agreement#page2.tif source=ZPower IP Security Agreement#page3.tif source=ZPower IP Security Agreement#page4.tif source=ZPower IP Security Agreement#page5.tif source=ZPower IP Security Agreement#page6.tif source=ZPower IP Security Agreement#page7.tif source=ZPower IP Security Agreement#page8.tif source=ZPower IP Security Agreement#page9.tif source=ZPower IP Security Agreement#page10.tif source=ZPower IP Security Agreement#page11.tif source=ZPower IP Security Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 18th day of January, 2018 by and between MIDCAP FINANCIAL TRUST, a Delaware statutory trust ("**Agent**") and ZPOWER, LLC, a Delaware limited liability company ("**Grantor**").

RECITALS

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

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable 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 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 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, 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[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:

ZPOWER, LLC

By: Ross E. Dueber
Name: ROSS E. DUEBER
Title: PRESIDENT & CEO

Address of Grantor:

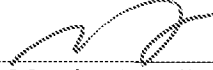
ZPower, LLC
4765 Calle Quetzal
Camarillo, California 93012
Attn: Dr. Ross Dueber
Email: Ross.Dueber@zpowerbattery.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

Address of Agent:

MidCap Financial Trust

c/o MidCap Financial Services, LLC, as servicer

7255 Woodmont Ave, Suite 200

Bethesda, MD 20814

Attn: Account Manager for ZPower transaction

Fax: 301-941-1450

Email: notices@midcapfinancial.com

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

[See attached].

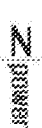



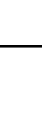
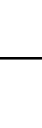
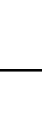




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EXHIBIT C



Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
[See Attached]		

ZPOWER Active Trademarks as of 12-21-2017

Mark	Country	Owner Name	Status	Reference #	Application #	File Date	Registration #	Registration Date	Goods and Services
	AUSTRALIA	ZPower, LLC	REGISTERED	223310-333748	A1197086	9/4/2007	1197086	5/29/2008	009 - Batteries
	BRAZIL	ZPower, LLC	REGISTERED	223310-334993	829351116	9/4/2007	829351116	8/21/2012	009 - batteries
	CANADA	ZPower, LLC	REGISTERED	223310-333723	1495470	9/10/2010	TMA871821	2/20/2014	* - Batteries for use in hearing aids
	CHINA	ZPower, LLC	REGISTERED	223310-333744	7979062	1/8/2010	7979062	6/14/2014	009 - Cameras (photography)
	CHINA	ZPower, LLC	REGISTERED	223310-363003	15803611a	11/27/2014	15803611a	2/21/2016	009 - Photocopiers [photographic, electrostatic, thermic]; materials for electricity mains [wires, cables]; counters; apparatus to check stamping mail; false coin detectors; mechanisms for coin-operated apparatus; dictating machines; hemline markers; voting machines; electronic tags for goods; ermie; weighing apparatus and instruments; measures; mechanical signs; navigational instruments; video recorders; cameras [photography]; measuring apparatus; optical goods; semi-conductors; integrated circuits; video screens; optical fibers [fibres] [light conducting filaments]; lightning arresters; electrolyzers; fire extinguishing apparatus; radiological apparatus for industrial purposes; protection devices for personal use against accidents; eyeglasses; films, exposed; egg-candlers; dog whistles; decorative magnets; electrified fences; remote control car arresters [portable]; socks, electrically heated.
	CHINA	ZPower, LLC	REGISTERED	223310-366635	15803611b	11/27/2014	15803611b	3/21/2017	09 - Batteries, electric; battery chargers
	DENMARK	ZPower, LLC	REGISTERED	223310-333725	VA 000689 2011	3/7/2011	VR 000930 2011	4/8/2011	009 - Batteries, batteries for hearing aids
	DENMARK	ZPower, LLC	REGISTERED	223310-333726	VA 000691 2011	3/7/2011	VR 000931 2011	4/8/2011	009 - Batteries, batteries for hearing aids
	EUROPEAN UNION (EUTM & RCD)	ZPower, LLC	REGISTERED	223310-333740	009392234	9/21/2010	009392234	3/14/2013	9 - Batteries for mobile electronics, medical devices and hearing aids.
									40 - Custom and contract manufacturing and assembly services for others in the field of batteries; charging, re-charging and regenerating batteries; recycling of batteries; advisory, consultancy and information services relating to all the aforesaid services.
									42 - Research, design, development, testing, upgrading, engineering, performance testing, fault diagnosis and product improvement services, all relating to batteries and their casings, terminals and charging; technological consulting services; technical co-operation advisory services to manufacturers of mobile phones and other portable electronic equipment; maintenance and updating of technical support websites and website portals; advisory, consultancy and information services relating to all the aforesaid services.

ZPOWER Active Trademarks as of 12-21-2017

Mark	Country	Owner Name	Status	Reference #	Application #	File Date	Registration #	Registration Date	Goods and Services
ZPOWER	EUROPEAN UNION (EUTM & RCD)	ZPower, LLC	REGISTERED	223310-333741	006248231	9/3/2007	006248231	8/19/2008	9 - Batteries; battery casings and battery terminals; battery charging circuits; parts, fittings and component sub-assemblies for the aforesaid goods.
									40 - Custom and contract manufacturing and assembly services for others in the field of batteries; charging, re-charging and regenerating batteries; recycling of batteries; advisory, consultancy and information services relating to all the aforesaid services.
									42 - Research, design, development, testing, upgrading, engineering, performance testing, fault diagnosis and product improvement services, all relating to batteries and their casings, terminals and charging; technological consulting services; technical co-operation advisory services to manufacturers of mobile phones and other portable electronic equipment; maintenance and updating of technical support websites and website portals; advisory, consultancy and information services relating to all the aforesaid services.
ZPOWER	FINLAND	ZPower, LLC	REGISTERED	223310-333727	200702663	9/3/2007	241344	2/15/2008	009 - Batteries
ZPOWER	FRANCE	ZPower, LLC	REGISTERED	223310-333728	113811532	3/4/2011	113811532		009 - Batteries and battery for apparatuses acoustic
ZPOWER & Design	FRANCE	ZPower, LLC	REGISTERED	223310-333730	113811536	3/4/2011	113811536		009 - Batteries and batteries; batteries and battery for apparatuses acoustic
									
ZPOWER	FRANCE	ZPower, LLC	REGISTERED	223310-333731	073522213	9/3/2007	073522213		009 - Electric batteries
ZPOWER	GERMANY	ZPower, LLC	REGISTERED	223310-333732	302011007540.9	3/4/2011	302011007540	3/29/2011	009 - Battery for use in the hearing aids
ZPOWER & Design	GERMANY	ZPower, LLC	REGISTERED	223310-333733	302011007542.5	3/4/2011	302011007542	3/29/2011	009 - Batteries; battery for us in the hearing aids
									
ZPOWER	GERMANY	ZPower, LLC	REGISTERED	223310-333734	30757733.3	9/3/2007	30757733	1/31/2008	009 - Batteries
ZPOWER	ISRAEL	ZPower, LLC	REGISTERED	223310-333743	203570	9/3/2007	203570	1/22/2009	009 - Batteries
ZPOWER	JAPAN	ZPower, LLC	REGISTERED	223310-335463	2011-020387	3/23/2011	5555383	2/8/2013	010 - Hearing aids and parts/fittings for hearing aids
ZPOWER	MALAYSIA	ZPower, LLC	REGISTERED	223310-333745	07017639	3/7/2007	07017639	3/7/2007	009 - Batteries; all included in class 9
ZPOWER	MEXICO	ZPower, LLC	REGISTERED	223310-335468	880880	9/7/2007	1023838	2/18/2008	009 - Batteries
ZPOWER	RUSSIA	ZPower, LLC	REGISTERED	223310-335465	2007727357	9/4/2007	371910	2/10/2009	009 - Batteries
ZPOWER	SINGAPORE	ZPower, LLC	REGISTERED	223310-334992	T0718401B	9/7/2007	T0718401B	9/7/2007	009 - Batteries
ZPOWER	SWEDEN	ZPower, LLC	REGISTERED	223310-335467	2007/07171	9/3/2007	393427	1/4/2008	009 - Batteries

ZPOWER Active Trademarks as of 12-21-2017




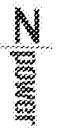
Mark	Country	Owner Name	Status	Reference #	Application #	File Date	Registration #	Registration Date	Goods and Services
ZPOWER & Design	SWITZERLAND	ZPower, LLC	REGISTERED	223310-333735	52570/2011	3/3/2011	613017	3/11/2011	009 - Batteries; batteries for hearing aids for the deaf
									
ZPOWER	SWITZERLAND	ZPower, LLC	REGISTERED	223310-333736	52571/2011	3/3/2011	613027	3/11/2011	009 - Batteries; batteries for hearing aids for the deaf
ZPOWER	SWITZERLAND	ZPower, LLC	REGISTERED	223310-366636	637132014	11/20/2014	669606	2/13/2015	009 - Batteries; batteries for hearing aids for the deaf; rechargeable batteries; battery chargers; chargers for batteries for hearing aids for the deaf; chargers for rechargeable batteries
ZPOWER	TAIWAN	ZPower, LLC	REGISTERED	223310-335466	096042751	9/6/2007	01318033	7/16/2008	009 - Batteries
ZPOWER	UNITED KINGDOM	ZPower, LLC	REGISTERED	223310-333737	2574452	3/8/2011	2574452	6/10/2011	009 - Batteries for use in hearing aids
ZPOWER & Design	UNITED KINGDOM	ZPower, LLC	REGISTERED	223310-333738	2574454	3/8/2011	2574454	6/10/2011	009 - Batteries; battery casings and battery terminals; battery charging circuits; parts, fittings and component sub-assemblies for the aforesaid goods.
									
ZPOWER	UNITED KINGDOM	ZPower, LLC	REGISTERED	223310-333739	2465828	9/3/2007	2465828	5/30/2008	009 - Batteries; battery casings and battery terminals; battery charging circuits; parts, fittings and component sub-assemblies for the aforesaid goods.
ZPOWER	UNITED STATES	ZPower, LLC	REGISTERED	223310-333712	85/131,520	9/16/2010	4,354,333	6/18/2013	009 - Batteries for use in hearing aids
ZPOWER & Design	UNITED STATES	ZPower, LLC	REGISTERED	223310-333714	85/131,566	9/16/2010	4,354,334	6/18/2013	009 - Batteries for use in hearing aids
									
ZPOWER & Design	UNITED STATES	ZPower, LLC	REGISTERED	223310-333715	77/248,360	8/6/2007	3,581,260	2/24/2009	009 - Batteries
									
ZPOWER	UNITED STATES	ZPower, LLC	REGISTERED	223310-333719	76/673,710	3/7/2007	3,462,875	7/8/2008	009 - Batteries

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.