

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chargepoint Inc.		07/11/2018	Corporation: DELAWARE
CPI Integration Holdings, Inc.		07/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86896272	CHARGEPOINT	
Registration Number:	3655700	CHARGEPOINT	
Registration Number:	3655704	CHARGEPOINT	
Serial Number:	86642842	DRIVING A BETTER WAY	
Serial Number:	87634098	CHARGEPOINT AS A SERVICE	
Serial Number:	87673510	CHARGEPOINT ASSURE	
Registration Number:	4189473	CHARGEPOINT	
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 of 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 22102-3302		
ATTORNEY DOCKET NUMBER:	036639.000079		
NAME OF SUBMITTER:	Valerie Brennan		

CH \$190.00 86896272

SIGNATURE:	/VB/
DATE SIGNED:	07/12/2018
Total Attachments: 18 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif source=IP Security Agreement#page16.tif source=IP Security Agreement#page17.tif source=IP Security Agreement#page18.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 11th day of July, 2018 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as Agent (in such capacity, together with its successors and assigns, "Agent"), **CHARGEPOINT, INC.**, a Delaware corporation ("ChargePoint") and **CPI INTEGRATION HOLDINGS, INC.**, a Delaware corporation ("CPI Integration"), and CPI Integration together with ChargePoint and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors 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 the Grantors, but only upon the condition, among others, that the Grantors 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 the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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, as such Exhibit may be amended, modified or supplemented from time to time (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 such Grantor now or hereafter existing, created, acquired or held;

(d) Any and 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 A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and 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 A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[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.

GRANTORS:

CHARGEPOINT, INC.

By:  (SEAL)
Name: Rex Jackson
Title: CFO

CPI INTEGRATION HOLDINGS, INC.

By:  (SEAL)
Name: Rex Jackson
Title: CFO

Address:

240 East Hacienda Avenue
Campbell, CA 95008
Attn: General Counsel
Facsimile: N/A
E-Mail: jon.kaplan@chargepoint.com

EXHIBIT A

[see attached]

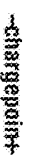






Application Number	Country Name	Patent Number	Case Type	Publication Number	Title	Inventors	Date Filed	Date Issued	Status
12/177,062	United States of America	7804274	Utility	US-2010-0013433-A1	Vehicle Charging Station Having A Dual Position Locking Door	Baxter, Torrey	7/21/2008	9/28/2010	Granted
12/870,742	United States of America	7952325	Utility	US-2010-0320966-A1	Vehicle Charging Station Having A Dual Position Locking Door	Baxter, Torrey	8/27/2010	5/31/2011	Granted
12/508,488	United States of America	8013570	Utility	US-2010-0134067-A1	Electrical Circuit Sharing for Electric Vehicle Charging Stations	Baxter, Hagemmaier, Torrey, Lowenthal	7/23/2009	9/6/2011	Granted
12/226,422	United States of America	8502500	Utility	US-2011-0316482-A1	Electrical Circuit Sharing for Electric Vehicle Charging Stations	Baxter, Hagemmaier, Torrey, Lowenthal	9/6/2011	8/6/2013	Granted
13/948,879	United States of America	9201407	Utility	US-2013-0310999-A1	Electrical Circuit Sharing for Electric Vehicle Charging Stations	Baxter, Hagemmaier, Torrey, Lowenthal	7/23/2013	12/1/2015	Granted
14/298,842	United States of America	9201408	Utility	US-2014-0266046-A1	Managing Electric Current Allocation Between Charging Equipment for Charging Electric Vehicles	Baxter, Hagemmaier, Torrey, Lowenthal	6/6/2014	12/1/2015	Granted
14/956,264	United States of America	9469211	Utility	US-2016-0082856-A1	Electrical Circuit Sharing for Electric Vehicle Charging Stations	Baxter, Hagemmaier, Torrey, Lowenthal	12/1/2015	10/18/2016	Granted
15/913,684	United States of America		Utility		Electrical Circuit Sharing for Electric Vehicle Charging Stations	Baxter, Hagemmaier, Torrey, Lowenthal	3/6/2018		Pending
15/295,824	United States of America	9,308,427 B2	Utility	US-2017-0036558-A1	Managing Electric Current Allocation Between Charging Equipment for Charging Electric Vehicles	Baxter, Hagemmaier, Torrey, Lowenthal	10/17/2016	3/6/2018	Granted
12/505,394	United States of America	7952319	Utility	US-2010-0013436-A1	Street Light Mounted Network-Controlled Charge Transfer for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal, Torrey	7/17/2009	5/31/2011	Granted
13/149,860	United States of America	8866436	Utility	US-2011-0316478-A1	Street Light Mounted Network-Controlled Charge Transfer for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal, Torrey	5/31/2011	10/21/2014	Granted
14/520,058	United States of America	9431835	Utility	US-2015-0162764-A1	Street Light Mounted Network-Controlled Charge Transfer for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal, Torrey	10/21/2014	8/30/2016	Granted
12/372,724	United States of America	8680813	Utility	US-2010-0207388-A1	Detecting and Responding to Unexpected Electric Vehicle Charging Disconnections	Lowenthal, Torrey, Baxter, Solomon	2/17/2009	3/25/2014	Granted
14/225,226	United States of America	9610852	Utility	US-2014-0210412-A1	Detecting and Responding to Unexpected Electric Vehicle Charging Disconnections	Lowenthal, Torrey, Baxter, Solomon	3/25/2014	4/4/2017	Granted
12/372,721	United States of America	8935112	Utility	US-2010-0211340-A1	System and Method for Managing Electric Vehicles	Lowenthal, Torrey, Solomon	2/17/2009	1/3/2015	Granted
14/596,125	United States of America		Utility	US-2015-0134188-A1	System and Method for Managing Electric Vehicles	Lowenthal, Torrey, Solomon	1/13/2015		Pending
12/372,726	United States of America		Utility	US-2010-0211643-A1	Transmitting Notification Messages for an Electric Vehicle Charging Network	Lowenthal, Mandal, Torrey, Baxter, Bhade, Solomon, Swarnapuri	2/17/2009		Pending
12/372,726	United States of America		Utility	US-2010-0211643-A1	Transmitting Notification Messages for an Electric Vehicle Charging Network	Lowenthal, Mandal, Torrey, Baxter, Bhade, Solomon, Swarnapuri	2/17/2009		Pending
12/477,089	United States of America	7906937	Utility	US-2010-0301809-A1	Overcurrent and Ground Fault Protection in a Networked Charging Station for Electric Vehicles	Bhade, Torrey, Baxter, Lowenthal, Mandal	6/2/2009	3/15/2011	Granted
12/968,079	United States of America	8072184	Utility	US-2011-0095723-A1	Overcurrent and Ground Fault Protection in a Networked Charging Station for Electric Vehicles	Bhade, Torrey, Baxter, Lowenthal, Mandal	1/6/2011	12/6/2011	Granted
12/508,475	United States of America	8354913	Utility	US-2010-0315197-A1	Authorization in a Networked Electric Vehicle Charging System	Solomon, Torrey, Mandal, Lowenthal, Bhade, Baxter	7/23/2009	1/15/2013	Granted
13/736,890	United States of America	9819200	Utility	US-2013-0141044-A1	Authorization in a Networked Electric Vehicle Charging System	Solomon, Torrey, Mandal, Lowenthal, Bhade, Baxter	1/8/2013	11/14/2017	Granted
15/811,619	United States of America		Utility	US-2018-0069406 A1	AUTHORIZATION IN A NETWORKED ELECTRIC VEHICLE CHARGING SYSTEM	Solomon, Torrey, Mandal, Lowenthal, Bhade, Baxter	11/13/2017		Pending
29/340,435	United States of America	0613,683	Design		Electric Vehicle Charging Station	Baxter, Lowenthal, Muller, Costello, Torrey, Laird, Mandal, Bhade	7/17/2009	4/13/2010	Granted
29/340,436	United States of America	0618,168	Design		Electric Vehicle Charging Station	Baxter, Lowenthal, Muller, Costello, Torrey, Laird, Mandal, Bhade	7/17/2009	6/22/2010	Granted
12/641,285	United States of America		Utility	US-2011-0133693-A1	Method and Apparatus for Electric Vehicle Charging Station Load Management in a Residence	Lowenthal, Baxter, Bhade	12/17/2009	1/30/2018	Granted
15/882,941	United States of America		Utility		METHOD AND APPARATUS FOR ELECTRIC VEHICLE CHARGING STATION LOAD MANAGEMENT IN A RESIDENCE	Lowenthal, Baxter, Bhade	1/29/2018		Pending
12/709,361	United States of America	8250398	Utility	US-2011-0208953-A1	Event Time Management in an Electric Vehicle Charging Station Without a Battery-Backed Real Time Clock	Solomon, Cheng	2/19/2010	8/21/2012	Granted
12/764,845	United States of America	8025526	Utility		Self Powered Electric Vehicle Charging Connector Locking System	Torrey, Matsuno, Hagemmaier, Baxter	4/21/2010	9/27/2011	Granted
13/246,744	United States of America	8466028	Utility	US-2012-0135626-A1	Self Powered Electric Vehicle Charging Connector Locking System	Torrey, Matsuno, Hagemmaier, Baxter	9/27/2011	6/11/2013	Granted

Application Number	Country Name	Patent Number	Case Type	Publication Number	Title	Inventors	Date Filed	Date Issued	Status
12/697,188	United States of America		Utility	US-2011-0191265-A1	Electric Vehicle Charging Station Host Definable Pricing	Lowenthal, Mandel, Torney, Swarnapuri, Solomon	1/29/2010		Pending
12/780,766	United States of America	8278875	Utility	US-2011-0279082-A1	Safety Supervisory Module of an Electric Vehicle Charging Station	Hagenmaier, Geber, Matsuno, Baxter, Eldridge	5/14/2010	10/2/2012	Granted
12/013,296	United States of America	7956570	Utility	US-2009-0174365-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	1/11/2008	6/7/2011	Granted
13/038,336	United States of America	8138715	Utility	US-2011-0148356-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	3/1/2011	3/20/2012	Granted
13/418,300	United States of America	8432131	Utility	US-2012-0181985-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	3/12/2012	4/30/2013	Granted
13/874,413	United States of America	9610856	Utility	US-2014-0152256-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	4/30/2013	4/4/2017	Granted
13/425,222	United States of America	8450967	Utility	US-2012-0181986-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	3/20/2012	5/28/2013	Granted
13/903,570	United States of America	9597974	Utility	US-2014-0152268-A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	5/28/2013	3/21/2017	Granted
13/458,906	United States of America	9889761	Utility		Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	3/14/2017	2/13/2018	Granted
13/478,109	United States of America		Utility	US-2017-0203664 A1	Network-Controlled Charging System for Electric Vehicles	Lowenthal, Baxter, Bhade, Mandal	4/3/2017		Allowed
13/894,778	United States of America		Utility		NETWORK-CONTROLLED CHARGING SYSTEM FOR ELECTRIC VEHICLES	Lowenthal, Baxter, Bhade, Mandal	2/12/2018		Pending
12/335,274	United States of America		Utility	US-2009-0177580-A1	Collection of Electric Vehicle Power Consumption Tax	Lowenthal, Baxter, Bhade, Mandal	12/15/2008		Pending
12/882,195	United States of America	8410369	Utility	US-2011-0269332-A1	Breakaway mechanism for charging cables of electric vehicle charging stations	Kim, Hagenmaier, Law, Jones	9/14/2010	4/2/2013	Granted
13/164,761	United States of America	9069019	Utility	US-2012-0319660-A1	Apparatus and Method for Measuring Ground Impedance of a Circuit	Hagenmaier	6/20/2011	6/30/2015	Granted
29/397,168	United States of America	D664,086	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno, Terris, Muller	7/12/2011	7/24/2012	Granted
29/397,169	United States of America	D664,087	Design		Column of an Electric Vehicle Charging Station	Kim, Baxter, Matsuno, Terris, Muller	7/12/2011	7/24/2012	Granted
29/397,170	United States of America	D664,088	Design		Electric Vehicle Charging Stations Having Dual Charging Cable Hangers and Dual Charging Connector Holsters	Kim, Baxter, Matsuno, Terris, Muller	7/12/2011	7/24/2012	Granted
29/397,171	United States of America	D664,089	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno, Terris, Muller	7/12/2011	7/24/2012	Granted
13/646,727	United States of America	9156367	Utility	US-2013-0088199-A1	Overriding Delayed Electric Vehicle Charging Events	Matsuno, Kothavale	10/7/2012	10/13/2015	Granted
13/715,782	United States of America		Utility	US-2014-0002020-A1	Circuit for Controlling an Electric Vehicle Pilot Signal Level for Connector Disconnect	Geber, Lowenthal, Baxter	12/14/2012		Pending
13/380,580	United States of America		Utility	US-2014-0103866-A1	Electric Vehicle Charging Station Dynamically Responding to Power Limit Messages Based on a Recent History of Power Provided	Kothavale, Torney, Solomon, Lee	3/14/2013		Pending
13/603,254	United States of America		Utility	US-2018-0001779-A1	Electric Vehicle Charging Station Dynamically Responding to Power Limit Messages Based on a Recent History of Power Provided	Kothavale, Torney, Solomon, Lee	5/23/2017		Pending
13/475,899	United States of America		Utility	US-2013-0311658-A1	Flexible Administrative Model in an Electric Vehicle Charging Service Network	Solomon, Torney, Taylor	5/18/2012		Pending
15/854,459	United States of America		Utility		FLEXIBLE ADMINISTRATIVE MODEL IN AN ELECTRIC VEHICLE CHARGING SERVICE NETWORK	Solomon, Torney, Taylor	12/26/2017		Pending
29/469,093	United States of America	D711,313	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno	10/7/2013	8/19/2014	Granted
29/481,527	United States of America	D711,315	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno	2/6/2014	8/19/2014	Granted
29/481,533	United States of America	D710,799	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno	2/6/2014	8/12/2014	Granted
29/485,528	United States of America	D731,414	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno	3/19/2014	6/9/2015	Granted
29/485,887	United States of America	D730,822	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno, Terris, Muller	3/24/2013	6/2/2015	Granted
29/485,885	United States of America	D730,821	Design		Dual Electric Vehicle Charging Station	Kim, Baxter, Matsuno, Terris, Muller	3/24/2014	6/2/2015	Granted

Application Number	Country Name	Patent Number	Case Type	Publication Number	Title	Inventors	Date Filed	Date Issued	Status
14/604,511	United States of America		Utility	US-2013-0202975-A1	Community Sharing of Electric Vehicle Charging Ports	Solomon, Tormey	1/23/2015		Pending
29/513,524	United States of America		Design		Electric Vehicle Charging Station	Baxter, Kim, Muller, Romano, Lowenthal, Hagenmaier, Matsuno, Tormey, Vastola, Barbera,	12/31/2014		Pending
14/984,487	United States of America		Utility		Automatically Sensing a Type of Charging Cable and setting Maximum Amperage Output of an Electric Vehicle Charging Station	Baxter, Hagenmaier, Kim, Terzis, Geber, Matsuno	12/30/2015		Pending
29/513,528	United States of America		Design		Electric Vehicle Charging Station with Illuminated Feature	Baxter, Kim, Muller, Romano, Lowenthal, Hagenmaier, Matsuno, Tormey, Vastola, Barbera,	12/31/2014		Pending
15/136,849	United States of America		Utility		EV Operator Specific Parameter(s) Communicated Between PEV and EVSE	Craig Rodine	4/22/2016		Pending
62/208,144	United States of America		Prov		Granting Electric Vehicle Object Use to a Third Party Organization	James Solomon	8/21/2015		Pending
15/242,165	United States of America		Utility	US-2017-0129349-A1	Granting Electric Vehicle Object Use to a Third Party Organization	James Solomon	8/19/2016		Pending
13/047,761	United States of America	8232765	Utility	US-2011-0221393-A1	Automatic and Dynamic Home Electricity Load Balancing for the Purpose of EV Charging	Billmaier	3/14/2011	7/31/2012	Granted
13/492,893	United States of America	8648566	Utility	US-2012-031434-A1	Automatic and Dynamic Home Electricity Load Balancing for the Purpose of EV Charging	Billmaier	6/10/2012	2/11/2014	Granted
14/198,277	United States of America	9937812	Utility		Automatic and Dynamic Home Electricity Load Balancing for the Purpose of EV Charging	Billmaier	3/5/2014	4/10/2015	Granted
15/960,086	United States of America		Utility		Automatic and Dynamic Home Electricity Load Balancing for the Purpose of EV Charging	Billmaier	4/10/2018		Pending
15/078,731	United States of America		Utility	US-2018-0001781	Dynamic Allocation of Power Modules for Charging Electric Vehicles	Quattrini, Vaughan, Baxter, Hagenmaier, Tran, Matsuno, Eldridge, Romano	3/23/2016		Pending
62/341,567	United States of America		Prov		Dynamic Allocation of Power Modules for Charging Electric Vehicles	Quattrini, Vaughan, Baxter, Hagenmaier, Tran, Matsuno, Eldridge, Romano	5/25/2016		Pending
15/605,857	United States of America		Utility	US-2018-0001781-A1	Dynamic Allocation of Power Modules for Charging Electric Vehicles	5/25/2017			Pending
29/646,809	United States of America		Design		Connector for an Electric Vehicle	Matthews, Guerra, Romano	5/17/2018		Pending
15/961,610	United States of America		Utility		Liquid Cooled Charging Cable for Charging Electric Vehicles	Vaughan	4/24/2018		Pending
15/861,649	United States of America		Utility		CABLE CLAMP FOR A CHARGING CABLE OF AN ELECTRIC VEHICLE CHARGING STATION	TERZIS	1/3/2018		Pending
62/668,239	United States of America		Prov		Electric Vehicle Charging System	Guerra, Matthews, Romano, Baxter	5/17/2018		Pending
PCT/US15/68256	Patent Cooperation Treaty		Utility		Automatically Sensing a Type of Charging Cable and Setting Maximum Amperage Output of an Electric Vehicle Charging Station	Baxter, Hagenmaier, Kim, Terzis, Geber, Matsuno	12/31/2015		Pending
PCT/US2016/02914	Patent Cooperation Treaty		PCT		EV Operator Specific Parameter(s) Communicated Between PEV and EVSE				
15/250,761	United States of America								
13/492,894	United States of America								
PCT/US2017/034575	Patent Cooperation Treaty								

Trademark	Case number	Country	Status	Classes	Application Number	Date	Registration Number	Date
	CHARGEPOINT	Canada	Registered	XX XX	1,420,227	24-Nov-08	TMAA812,985	30-Nov-11
	CHARGEPOINT & Design	Australia	Registered	Int'l Class 37	1365260	6-Jun-10	1365260	17-Jan-11
	CHARGEPOINT & Design	European Community	Registered	Int'l Classes 9, 37 and 42	008354714	10-Jun-09	008354714	22-Feb-10
	CHARGEPOINT & Design	European Community	Registered	Int'l Classes 7, 9, 37 and 42	11410792	10-Dec-12	11410792	8-May-13
	CHARGEPOINT & Design	United States of America	Pending	Int'l Classes 9, 37 and 42	86/896,272 Foreign Filing:	2/3/2016 8/3/2016		
	CHARGEPOINT & Design	Australia	Registered	Int'l Classes 9, 37 and 42	1550005	4-Apr-13	1550005	7-Apr-14
	CHARGEPOINT & Design (Color) (Cl. 37)	China (People's Republic)	Registered	Int'l Class 37		24-Dec-15	18695764	10-Jul-17
	CHARGEPOINT & Design (Color) (Cl. 9)	China (People's Republic)	Registered	Int'l Class 9		24-Dec-15	18695763	10-Jul-17
	CHARGEPOINT(Cl. 09)	United States of America	Registered	Int'l Class 9	77/494,377	12-Jun-08	3655700	14-Jul-09
	CHARGEPOINT(Cl. 42)	United States of America	Registered	Int'l Class 42	77/497,566	12-Jun-08	3655704	14-Jul-09
	DRIVING A BETTER WAY	Australia	Published	Int'l Classes 9, 37 and 42	1736641	23-Nov-15		
	DRIVING A BETTER WAY	Canada	Registered	Int'l Classes 9, 37 and 42	1756053	23-Nov-15		16-Jun-17
	DRIVING A BETTER WAY	European Community	Published	Int'l Classes 9, 37 and 42	14822415	24-Nov-15		
	DRIVING A BETTER WAY	United States of America	Published	Int'l Classes 9, 37 and 42	86/642,842 SOU/1st EOT:	5/27/2015 9/8/2016		
	SMARTLET	European Community	Registered	Int'l Class 9	007421415	26-Nov-08	007421415	16-Jun-09
	Chargepoint Logo (B&W)		Registered	Int'l Classes 9, 37 and 42	86/896,272	3-Feb-16	5040652	13-Sep-16
	Happy Car Logo	EU	Registered	9, 37 and 42	16617755	15-Apr-17	16617755	9-Aug-17
	Happy Car Logo	Mexico	Registered	37	1791671	3-May-17	1791671	29-Aug-17
	CHARGEPOINT AS A SERVICE			Int'l Classes 9, 37 and 42	87/634,098	4-Oct-17		
	Happy Car Logo	Mexico	Registered	9, 37, 42	1885543	3-May-17	1791775	11-Oct-17

Chargepoint

Trademark	Case number	Country	Status	Classes	Application Number	Date	Registration Number	Date
	CHARGEPOINT & Design	Korea	Registered		45-2016-5752	16-Jul-16	45-76059	12-Dec-17
	Chargepoint & Design (color)	China	Registered	37	18695764	24-Dec-15	18695764	7-Nov-17
	Chargepoint & Design (color)	China	Registered	9	18695763	24-Dec-15	18695763	7-Nov-17
	CHARGEPOINT ASSURE	Australia	Applied	Int'l Classes 9, 37 and 42	1917309	17-May-18		
	CHARGEPOINT ASSURE	United States of America		Int'l Classes 9,37,42	87673510	Pending - Non-Final Action Mailed 1/12/18		
	CHARGEPOINT				79/085902		4148277	5/29/2012
	CHARGEPOINT				85/443510		4189473	14-Aug-12

TRADEMARK
REEL: 006378 FRAME: 0514

ANNEX A¹

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the [__] day of [_____], 2018 by **CHARGEPOINT, INC.**, a Delaware corporation (“ChargePoint”) and **CPI INTEGRATION HOLDINGS, INC.**, a Delaware corporation (each such entity, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of June [__], 2018 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing IP Security Agreement”; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(e) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(f) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;

(g) 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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP

¹ Note to draft: Annex A to be used to supplement the IP Security Agreement with new or revised intellectual property after the initial closing, in accordance with the updating requirements under the Credit Agreement

Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

CHARGEPOINT, INC.

By: _____ (SEAL)

Name: _____

Title: _____

CPI INTEGRATION HOLDINGS, INC.

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date