

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XL Hybrids, Inc.		12/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87263762	XL PLUG-IN	
Serial Number:	87263745	XL	
Serial Number:	87746965	XLH	
Serial Number:	87263752	XLP	
Serial Number:	87263780	XL GRID	
Serial Number:	87261279	FLEET READY	
Serial Number:	87281683	XL INSIGHTS	
Serial Number:	86843220	XL HYBRIDS	
Serial Number:	86711791	XL LINK	
Serial Number:	86077400	XL3	
Serial Number:	85241038	XL XL HYBRIDS	
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>			
Phone:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street		
Address Line 2:	Unit 200		

OP \$290.00 87263762

Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 12/12/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 10, 2018, by and between SILICON VALLEY BANK (“Bank”) and XL HYBRIDS, INC. (“Grantor”).

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated December 10, 2018 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 of 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.

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 Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement 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.

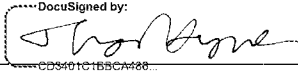
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

XL HYBRIDS, INC.

By  _____
DocuSigned by:
Thomas J. Hynes III
C03401C1B5CA728...

Name: Thomas J. Hynes III

Title: CEO

BANK:

SILICON VALLEY BANK

By  _____
DocuSigned by:
Josh Wagner
595FE2194557441...

Name: Josh Wagner

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COMPARING VEHICLE PERFORMANCE	10083552	09/25/2018
	20180225893	08/09/2018
	15810530	11/13/2017
Route-based Vehicle Selection	20180211451	07/26/2018
	15924975	03/19/2018
MOTOR INTEGRATION ASSEMBLY	20180208046	07/26/2018
	15927317	03/21/2018
Controlling Transmissions of Vehicle Operation Information	10053108	08/21/2018
	20170174222	06/22/2017
	15369395	12/05/2016
Dynamically assisting hybrid vehicles	9975542	05/22/2018
	15337097	10/28/2016
Managing Vehicle Information	10086710	10/02/2018
	20170096074	04/06/2017
	15205181	07/08/2016
Motor integration assembly	9956864	05/01/2018
	15042369	02/12/2016
Route-based vehicle selection	9922469	03/20/2018
	14074272	11/07/2013
Comparing vehicle performance	9818240	11/14/2017
	14019908	09/06/2013

Controlling transmissions of vehicle operation information	9511778 14179237	12/06/2016 02/12/2014
Dynamically assisting hybrid vehicles	9505397 14202461	11/29/2016 03/10/2014
Managing vehicle information	9390062 13756911	07/12/2016 02/01/2013
Motor integration assembly	9259999 13950667	02/16/2016 07/25/2013
Motor integration assembly	9205734 13646242	12/08/2015 10/05/2012
Dynamically assisting hybrid vehicles	8670888 13920946	03/11/2014 06/18/2013
DYNAMIC HYBRID VEHICLE SYSTEM FOR STABILIZING CYLINDER DEACTIVATION OR TURBOCHARGER BOOSTING	20180265074 15922698	09/20/2018 03/15/2018
Dynamic hybrid vehicle system for adjusting motor rotary position	10118607 15949571	11/06/2018 04/10/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
XL PLUG-IN	87263762	12/09/2016
XL	87263745	12/09/2016
XLH	87746965	01/08/2018
XL P	5444314	04/10/2018
	87263752	12/09/2016
XL GRID	87263780	12/09/2016
FLEET READY	5424490	03/13/2018
	87261279	12/07/2016
XL INSIGHTS	5419437	03/06/2018
	87281683	12/27/2016
XL HYBRIDS	5135510	02/07/2017
	86843220	12/08/2015
XL LINK	5079115	11/08/2016
	86711791	07/31/2015
XL3	4863671	12/01/2015
	86077400	09/27/2013
XL XL HYBRIDS	4122911	04/03/2012
	85241038	02/13/2011

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		