

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POWIN ENERGY CORPORATION		10/25/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARROYO ENERGY INVESTMENT PARTNERS LLC		
<b>Street Address:</b>	3 WATERWAY SQUARE PLACE		
<b>Internal Address:</b>	STE. 475		
<b>City:</b>	THE WOODLANDS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4882384	POWIN ENERGY	
<b>Registration Number:</b>	4865706	POWIN ENERGY	
<b>Serial Number:</b>	87873442	P	
<b>Serial Number:</b>	87873439	STACK	
<b>Serial Number:</b>	88164245	CENTIPEDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202.370.4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1145749		
<b>NAME OF SUBMITTER:</b>	Mel Glina		
<b>SIGNATURE:</b>	/Mel Glina/		

OP \$140.00 4882384

**DATE SIGNED:**

10/28/2019

**Total Attachments: 24**

source=Pledge and Security Agreement - Powin Energy (Execution Version)#page1.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page2.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page3.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page4.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page5.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page6.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page7.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page8.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page9.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page10.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page11.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page12.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page13.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page14.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page15.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page16.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page17.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page18.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page19.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page20.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page21.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page22.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page23.tif  
source=Pledge and Security Agreement - Powin Energy (Execution Version)#page24.tif

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT (this “Agreement”) dated as of October 25, 2019 (the “Effective Date”), among POWIN ENERGY CORPORATION, a Nevada corporation (“Pledgor”), and ARROYO ENERGY INVESTMENT PARTNERS LLC, a Delaware limited liability company (the “Agent”).

Reference is made to the Secured Note dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note”), by and among Pledgor, Powin Energy Finance, LLC, as lender (the “Lender”), the Agent and the other parties thereto.

Pursuant to the Note, Pledgor desires to obtain a loan from Lender to finance the general working capital needs of Pledgor, and Lender wishes to provide such a loan, on and subject to the terms and conditions set forth in the Note (any capitalized term used but not defined in this preliminary statement having the meaning given or ascribed to it in Article I). The execution and delivery of this Agreement by Pledgor is a condition to the closing of the transactions contemplated by the Note. To induce the Secured Parties (as hereinafter defined) to enter into the Note, and for Lender to make the loan thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor has agreed to pledge and grant a first priority security interest in the Pledged Collateral and the Collateral (as hereinafter defined), as applicable, as security for the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

**Article I.      Definitions, Etc.**

Section 1.01      Terms Generally.      Terms used herein and not otherwise defined herein are used herein as defined in the Note.

Section 1.02      Certain UCC Terms.      All capitalized terms defined in the New York UCC (as such term is defined herein) and not defined in this Agreement have the meanings specified therein. All references to the Uniform Commercial Code shall mean the New York UCC.

Section 1.03      Additional Definitions.      In addition, as used herein:

“Agent” has the meaning assigned to such term in the preamble.

“Assigned Agreements” shall mean all contracts, agreements and documents entered into by the Pledgor (exclusive of contracts and agreements which by their terms or by operation of law prohibit or do not allow assignment or which would become void solely by virtue of a security interest being granted therein) prior to or on the date hereof, including the Identified Contracts to which it is party, and each contract, agreement and document entered into by the Pledgor after the date hereof (in each case as the same have been and/or may be amended, amended and restated, supplemented, replaced, renewed or otherwise modified from time to time and together with any exhibits, schedules and other attachments thereto), including the Additional Supply Contracts to which it becomes party.

“Article 9 Collateral” has the meaning set forth in Section 3.01(a).

“Bankruptcy Code” means Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

“Bankruptcy Law” means the Bankruptcy Code or any other foreign, federal or state bankruptcy, insolvency, receivership or similar law.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the States of New York and/or Texas.

“Charger” means Charger Holdings, LLC

“Collateral” means the Article 9 Collateral and the Pledged Collateral.

“Copyrights” means collectively, with respect to Pledgor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by Pledgor, in each case, whether now owned or hereafter created or acquired by or assigned to Pledgor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Pledgor’s use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

“Equity Interests” shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

“Event of Default” has the meaning given to such term in the Note.

“GAAP” means generally accepted accounting principles in the United States of America.

“Intellectual Property” means all intellectual property of Pledgor of every kind and nature now owned or hereafter acquired by Pledgor, including designs, Patents, Copyrights, Licenses, Trademarks and Trade Secrets.

“Lender” has the meaning assigned to such term in the preamble.

“Lien” means any mortgage, pledge, deed of trust, lien, charge, claim, option, equitable interest, security interest, third-party right, assignment, hypothecation, encumbrance, restriction on voting, right of first offer, assessment, easement, variance, encroachment or any other restriction on title or transfer of any nature whatsoever or other agreement to give any of the foregoing.

“License” means, collectively, with respect to Pledgor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets as provided under such license or distribution agreements.

“Licensed Intellectual Property” has the meaning set forth in Section 4.01(f).

“Material Intellectual Property” has the meaning set forth in Section 4.01(f).

“Motor Vehicles” means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

“New York UCC” shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

“Note” has the meaning assigned to such term in the preamble.

“Owned Intellectual Property” has the meaning set forth in Section 4.01(f).

“Patents” means all of the following now owned or hereafter acquired by Pledgor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings, provisional applications and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (c) rights to sue for past, present and future infringements or violations thereof.

“Permitted Liens” has the meaning given to such term in the Note.

“Person” means an individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or governmental authority.

“Pledged Collateral” has the meaning set forth in Section 2.01(e).

“Pledged Equity” has meaning set forth in Section 2.01(a).

“Pledgor” has the meaning assigned to such term in the preamble.

“Secured Obligations” means, collectively, (a) full repayment of the Loan pursuant to Article IV of the Note, (b) all obligations of Pledgor to the Agent under this Agreement and (c) all expenses relating to either of the foregoing, including any expenses accruing or arising after the commencement of any case with respect to Pledgor under any Bankruptcy Law (whether or not such expenses are allowed or allowable as a claim in whole or in part in any such case).

“Secured Parties” means Agent and Lender.

“PEOS” means PEOS Holdings, LLC

“Trademarks” means all of the following now owned or hereafter acquired by Pledgor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other intangible assets, rights and interests that uniquely reflect or embody such goodwill and (d) rights to sue for past, present and future infringements or violations thereof.

“Trade Secrets” means, collectively, with respect to Pledgor, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof.

## **Article II. Pledge of Equity.**

Section 2.01 Pledge. As collateral security for the timely and complete payment in full, whether at stated maturity, by acceleration or otherwise, of the Secured Obligations, Pledgor hereby assigns and pledges to the Agent, its successors and assigns, and hereby grants to Agent, its successors and assigns, a first priority security interest in all of Pledgor’s right, title and interest in, to and under, the following property:

(a) (i) the Equity Interests of PEOS and Charger owned by Pledgor on the date hereof (including all such Equity Interests listed on Annex 2 hereto) and any other Equity Interests of PEOS or Charger obtained in the future by Pledgor, and (ii) the certificates (if any) representing all such Equity Interests (all the foregoing collectively referred to herein as the “Pledged Equity”);

(b) all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Equity;

(c) all securities, notes, certificates and other instruments representing or evidencing any of the foregoing rights and interests or the ownership thereof and any interest of the Pledgor reflected in the books of any securities intermediary pertaining to such rights and interests and all non-cash dividends, cash, options, warrants, stock splits, reclassifications, rights, instruments or other investment property and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such rights and interests;

(d) all rights and privileges of Pledgor with respect to the Pledged Equity and other property referred to in clauses (a) and (b) above; and

(e) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (d) being collectively referred to as the “Pledged Collateral”).

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Agent, its successors and assigns, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

Section 2.02 Representations, Warranties. As of the Effective Date, Pledgor represents and warrants to the Agent that:

(a) Annex 2 correctly sets forth the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Equity and includes all Equity Interests required to be pledged hereunder;

(b) except for the security interests granted hereunder, Pledgor (i) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien (other than, only with respect to Pledged Collateral owned by Pledgor, a Permitted Lien) on, the Pledged Collateral, other than transfers made in compliance with this Agreement, and (ii) will cause any and all Pledged Collateral, whether for value paid by Pledgor or otherwise, to be forthwith deposited with the Agent and pledged or assigned hereunder;

(c) Pledgor (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than, only with respect to Pledged Collateral owned by Pledgor, any Permitted Lien), however arising, of all Persons whomsoever;

(d) no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary for Pledgor to grant the pledge effected hereby (other than such as have been obtained and are in full force and effect); and

(e) the full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of Pledgor as of the date hereof are correctly set forth in Annex 1; and Annex 1 correctly specifies (i) the place of business of Pledgor or, if Pledgor has more than one place of business, the location of the chief executive office of Pledgor, and (ii) each location where any financing statement naming Pledgor as debtor is currently on file.

Section 2.03 Covenants. Pledgor hereby irrevocably authorizes the Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Pledged Collateral or any part thereof and amendments thereto that contain the information required by the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether Pledgor is an organization, the type of organization and any organizational identification number issued to Pledgor; and Pledgor agrees to provide such information to the Agent promptly upon request.

Section 2.04 Delivery of the Pledged Collateral.

(a) Pledgor agrees to promptly deliver or cause to be delivered to the Agent any and all certificates, instruments or other documents representing or evidencing Pledged Collateral.

(b) Upon delivery to the Agent any certificate, instrument or document representing or evidencing Pledged Equity required to be delivered pursuant to paragraph (a) of this Section 2.04 shall be accompanied by undated stock powers duly executed in blank or other undated instruments of transfer reasonably satisfactory to the Agent and duly executed in blank and by such other instruments and documents as the Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral delivered pursuant to the terms of this Agreement shall be accompanied by proper instruments of assignment duly executed by Pledgor and such other instruments or documents as the Agent may reasonably request. Each delivery of Pledged Equity shall be accompanied by a schedule describing the applicable securities, which schedule shall be attached hereto as Annex 2 and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of the pledge of such Pledged Equity. Each schedule so delivered shall supplement any prior schedules so delivered.

(c) Without the prior written consent of the Agent, Pledgor shall not amend or modify its organizational documents to provide that any Pledged Equity are securities governed by Article 8 of the UCC.

Section 2.05 Voting Rights; Dividends and Interest, Etc.

(a) Unless and until an Event of Default shall have occurred and be continuing:

(i) Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement; provided, however, that such rights and powers shall not be exercised in any manner that



could materially and adversely affect the rights inuring to a holder of any Pledged Collateral or the rights and remedies of the Agent under this Agreement or the ability of the Security Party to exercise the same.

(ii) Pledgor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of this Agreement and applicable law; provided, however, that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by Pledgor, shall not be commingled by Pledgor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the ratable benefit of the Agent and shall be forthwith delivered to the Agent in the same form as so received (with any necessary endorsement or instrument of assignment).

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of Pledgor to dividends, interest, principal or other distributions that Pledgor is authorized to receive pursuant to paragraph (a)(ii) of this Section 2.05 shall cease, and all such rights shall thereupon become vested in the Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by Pledgor contrary to the provisions of this Section 2.05 shall be held in trust for the benefit of the Agent, shall be segregated from other property or funds of Pledgor and shall be forthwith delivered to the Agent upon demand in the same form as so received (with any necessary endorsement or instrument of assignment).

(c) Upon the occurrence and during the continuance of an Event of Default, all rights of Pledgor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.05 shall cease, and all such rights shall thereupon become vested in the Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers.

### **Article III. Security Interest in Personal Property.**

#### **Section 3.01 Security Interest.**

(a) As collateral security for the payment in full of the Secured Obligations, Pledgor hereby assigns and pledges to the Agent, its successors and assigns, and hereby grants to Agent, its successors and assigns, a first priority security interest in all of Pledgor's right, title and interest in, to and under the following property, in each case

whether tangible or intangible, wherever located, and whether now owned by Pledgor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 3.01 being collectively referred to herein as “Article 9 Collateral”):

- (i) all Accounts;
- (ii) all Assigned Agreements;
- (iii) all Chattel Paper;
- (iv) all cash and Deposit Accounts;
- (v) all Documents;
- (vi) all Equipment;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Intellectual Property (including the Intellectual Property listed on Annex 4);
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all Letter-of-Credit Rights;
- (xiii) all Commercial Tort Claims;
- (xiv) all Motor Vehicles;
- (xv) all other property not otherwise described above;
- (xvi) all books and records pertaining to the Article 9 Collateral; and
- (xvii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) Pledgor hereby irrevocably authorizes the Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) indicate the Article 9 Collateral as “all assets” of Pledgor or words of similar effect, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) whether Pledgor is an organization, the type of organization and any

organizational identification number issued to Pledgor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Pledgor agrees to provide such information to the Agent promptly upon request.

(c) The Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Pledgor in the Intellectual Property, without the signature of Pledgor, and naming Pledgor as debtor and the Agent as Agent.

(d) The security interest is granted as security only and shall not subject the Agent to, or in any way alter or modify, any obligation or liability of Pledgor with respect to or arising out of the Article 9 Collateral.

(e) Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 3.01 attach to any lease, license, contract, property rights or agreement to which Pledgor is a party (or to any of its rights or interests thereunder) only to the extent that the grant of such security interest would constitute or result in either (i) the abandonment, invalidation or unenforceability of any right, title or interest of Pledgor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than, to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction).

**Article IV. Representations, Warranties and Covenants.**

Section 4.01 As of the Effective Date, Pledgor represents and warrants to the Agent that:

(a) Title. Pledgor is the sole beneficial owner of the Article 9 Collateral in which it purports to grant a security interest pursuant to Article III and no Lien exists upon such Article 9 Collateral (and no right or option to acquire the same exists in favor of any other Person) other than (a) the security interest created or provided for herein, which security interest constitutes a valid first and prior perfected Lien on the Article 9 Collateral and (b) Permitted Liens, and has full power and authority to grant to the Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) Names, Etc. The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of Pledgor as of the date hereof are correctly set forth in Annex 1. Annex 1 correctly specifies (a) the place of business of Pledgor or, if Pledgor has more than one place of business, the location of the chief executive office of Pledgor, and (b) each location where any financing statement naming Pledgor as debtor is currently on file.

(c) Accounts. Annex 3 sets forth a complete and correct list of all Deposit Accounts, Securities Accounts and Commodities Accounts of Pledgor in existence on the date hereof. Except for those Accounts listed on Annex 3, the Pledgor does not have and covenants not to open, maintain or instruct any other person to open any Deposit Accounts, Securities Accounts or Commodities Accounts.

(d) Except for the security interests granted hereunder and Permitted Liens, Pledgor will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Article 9 Collateral, other than transfers made in compliance with this Agreement.

(e) Pledgor will defend its title or interest in the Article 9 Collateral against any and all Liens (other than any Permitted Liens), however arising, of all Persons whomsoever.

(f) Intellectual Property. Annex 4 lists all material Copyrights, Patents, and Trademarks which are registered with the U.S. Patent and Trademark Office or the U.S. Copyright Office or are the subject of an application for registration with any such Governmental Authority, in each case which is owned by Pledgor in its own name on the Effective Date (collectively, the "Owned Intellectual Property"). Except as set forth in Annex 4, Pledgor is the exclusive owner of the entire and unencumbered right, title and interest in and to all material Owned Intellectual Property and is otherwise entitled to grant to others the right to use (and, where applicable, itself use) all such material Owned Intellectual Property. Pledgor has a valid and enforceable right to use all Intellectual Property used by, or licensed to others by, Pledgor which is not Owned Intellectual Property (collectively, the "Licensed Intellectual Property"), in each case, which is material to Pledgor's business, pursuant to one of the written material Copyright Licenses, Patent Licenses, Trademark Licenses, and/or Trade Secret Licenses listed on Annex 4 and subject to the terms thereof. On the Effective Date, all Owned Intellectual Property and all Licensed Intellectual Property, in each case, which is material to Pledgor's business (collectively, the "Material Intellectual Property"), is valid, subsisting, unexpired and enforceable and has not been abandoned. The operation of Pledgor's business as currently conducted or as contemplated to be conducted does not infringe, constitute a misappropriation of, dilute, or otherwise violate the Intellectual Property of any other Person where the same could reasonably be expected to have a Material Adverse Effect. Except as set forth on Annex 4, Pledgor has made all filings and recordations and paid all required fees and taxes to maintain each and every item of registered Material Intellectual Property in full force and effect and to protect and maintain its interest therein.

**Article V. Further Assurances; Remedies.** In furtherance of the grant of the pledge and security interest pursuant to Article II and Article III, Pledgor hereby agrees with the Agent as follows:

Section 5.01 Delivery and Other Perfection. Pledgor shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the

judgment of the Agent to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable the Agent to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall, in each case, at its own expense:

(a) if any of the Investment Property constituting part of the Collateral are received by Pledgor, forthwith (x) deliver to the Agent the certificates or Instruments representing or evidencing the same duly endorsed in blank or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may reasonably request, all of which thereafter shall be held by the Agent, pursuant to the terms of this Agreement, as part of the Collateral and (y) take such other action as the Agent may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in such Collateral;

(b) promptly from time to time deliver to the Agent any and all Instruments constituting part of the Collateral, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may request; provided that so long as no Event of Default shall have occurred and be continuing, Pledgor may retain for collection in the ordinary course any Instruments received by Pledgor in the ordinary course of business and the Agent shall, promptly upon request of Pledgor, make appropriate arrangements for making any Instrument delivered by Pledgor available to Pledgor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent requested by the Agent, against trust receipt or like document);

(c) promptly from time to time upon the request of the Agent, execute and deliver such short-form security agreements as the Agent may reasonably deem necessary or desirable to protect the interests of the Agent in respect of that portion of the Collateral consisting of Intellectual Property;

(d) cause the Agent to be listed as the lienholder on any certificate of title or ownership covering any Motor Vehicle (other than Motor Vehicles constituting Inventory) and promptly deliver evidence of the same to the Agent;

Section 5.02 Other Financing Statements or Control. Pledgor shall not (a) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which the Agent is not named as the sole secured party, or (b) cause or permit any Person other than the Agent to have “control” (as defined in Section 9-104, 9-105, 9-106 or 9-107 of the Uniform Commercial Code) of any Deposit Account, Electronic Chattel Paper, Investment Property or Letter-of-Credit Right constituting part of the Collateral.

Section 5.03 Preservation of Rights. The Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

Section 5.04 Special Provisions Relating to Certain Collateral.

(a) Chattel Paper. Pledgor will where specifically required (i) deliver to the Agent each original of each item of Chattel Paper at any time constituting part of the Collateral, and (ii) cause each such original and each copy thereof to bear a conspicuous legend, in form and substance reasonably satisfactory to the Agent, indicating that such Chattel Paper is subject to the security interest granted hereby and that purchase of such Chattel Paper by a Person other than the Agent without the consent of the Agent would violate the rights of the Agent.

Section 5.05 Remedies.

(a) Rights and Remedies Generally upon Default. If an Event of Default shall have occurred and is continuing beyond the expiration of any applicable cure period, the Agent shall have all of the rights and remedies with respect to the Collateral of a Agent under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a Agent is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Agent were the sole and absolute owner thereof (and Pledgor agrees to take all such action as may be appropriate to give effect to such right); and without limiting the foregoing:

(i) the Agent in its discretion may, in its name or in the name of Pledgor or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(ii) the Agent may require Pledgor to notify (and Pledgor hereby authorizes the Agent to so notify) each account debtor in respect of any Account, Chattel Paper or General Intangible, and each obligor on any Instrument, constituting part of the Collateral that such Collateral has been assigned to the Agent hereunder, and to instruct that any payments due or to become due in respect of such Collateral shall be made directly to the Agent or as it may direct (and if any such payments, or any other Proceeds of Collateral, are received by Pledgor they shall be held in trust by Pledgor for the benefit of the Agent and as promptly as possible remitted or delivered to the Agent for application as provided herein);

(iii) the Agent may require Pledgor to assemble the Collateral at such place or places, reasonably convenient to the Agent and Pledgor, as the Agent may direct; and

(iv) the Agent may sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places as the Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required by applicable statute and cannot be waived), and the Agent or anyone else

may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Pledgor, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademarks constituting Collateral, the goodwill connected with and symbolized by the Trademarks subject to such disposition shall be included. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

(v) The Proceeds of each collection, sale or other disposition under this Section 5.05 shall be applied in accordance with Section 5.08.

(b) Notice. Pledgor agrees that to the extent the Agent is required by applicable law to give reasonable prior notice of any sale or other disposition of any Collateral ten Business Days' notice shall be deemed to constitute reasonable prior notice.

Section 5.06 Locations; Names; Etc. Without at least 30 days' prior written notice to the Agent and delivery to the Agent of all additional financing statements, information and other documents reasonably requested by the Agent to maintain the validity, perfection and priority of the security interests provided for herein, Pledgor shall not (i) change its location (as defined in Section 9-307 of the Uniform Commercial Code) or jurisdiction of organization, (ii) change its name from the name shown as its current legal name on Annex 1 or identity or type of organization or corporate structure, or (iii) agree to or authorize any modification of the terms of any item of Collateral that would result in a change thereof from one Uniform Commercial Code category to another such category (such as from a General Intangible to Investment Property), if the effect thereof would be to result in a loss of perfection of, or diminution of priority for, the security interests created hereunder in such item of Collateral, or the loss of control (within the meaning of Section 9-104, 9-105, 9-106 or 9-107 of the Uniform Commercial Code) over such item of Collateral. Pledgor agrees promptly to notify the Agent if any material portion of the Article 9 Collateral owned or held by Pledgor is damaged or destroyed.

Section 5.07 Exculpation. The Agent shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any sale pursuant to Section 5.05 conducted in a commercially reasonable manner. Pledgor hereby waives any claims against the Agent arising by reason of the fact that the price at which the Collateral may have been sold at such a sale was less than the aggregate amount of the Secured Obligations.

Section 5.08 Application of Proceeds. Except as otherwise herein expressly provided, the Proceeds of any collection, sale or other realization of all or

any part of the Collateral pursuant hereto, and any other cash at the time held by the Agent under this Article V, shall be applied by the Agent:

- (a) First, to the payment of the costs and expenses of such collection, sale or other realization, including costs and expenses of the Agent and the reasonable fees and expenses of its agents and counsel, and all expenses incurred and advances made by the Agent in connection therewith;
- (b) Next, to the payment in full of the Secured Obligations; and
- (c) Finally, to Pledgor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

Section 5.09 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Agent is hereby appointed the attorney-in-fact of Pledgor for the purpose of carrying out the provisions of this Article V and taking any action and executing any instruments that the Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Agent shall be entitled under this Article V to make collections in respect of the Collateral, the Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of Pledgor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

Section 5.10 Termination. When all Secured Obligations shall have been paid in full in cash or are otherwise terminated in accordance with the Note, this Agreement shall terminate, and the Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any warranty or representation whatsoever, any remaining Collateral, in substantially the same form as received from Pledgor in respect thereof, to or on the order of Pledgor. The Agent shall also execute and deliver to Pledgor upon such termination such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by Pledgor to effect the termination and release of the Liens on the Collateral as required by this Section 5.10.

Section 5.11 Further Assurances. Pledgor agrees that, from time to time upon the written request of the Agent, Pledgor will execute and deliver such further documents and do such other acts and things as the Agent may reasonably request in order fully to effect the purposes of this Agreement and to enable Agent to exercise and enforce its rights and remedies herein and under the Note.



**Article VI. Miscellaneous.**

Section 6.01 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and shall become effective upon delivery in accordance with Section 11.6 of the Note, which Section 11.6 is hereby incorporated herein by reference.

Section 6.02 No Waiver. No failure on the part of the Agent to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

Section 6.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by Pledgor and the Agent (at the direction of Lender). Any such amendment or waiver shall be binding upon the Agent, each holder of any of the Secured Obligations and Pledgor.

Section 6.04 Expenses. Pledgor agrees to reimburse the Agent for all costs and expenses incurred by it (including the reasonable fees and expenses of legal counsel) in connection with (i) any Event of Default and any enforcement or collection proceeding resulting therefrom, including all manner of participation in or other involvement with (w) performance by the Agent of any obligations of Pledgor in respect of the Collateral that Pledgor has failed or refused to perform, (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Agent in respect thereof, by litigation or otherwise, including expenses of insurance, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 6.04 and all such costs and expenses shall be Secured Obligations entitled to the benefits of the collateral security provided pursuant to Article II and Article III. Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby. The provisions of this Section 6.04 shall remain operative and in full force and effect regardless of the termination of this Agreement, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement, or any investigation made by or on behalf of the Agent. All amounts due under this Section 6.04 shall be payable on written demand therefor.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Pledgor, the Agent and each holder of any of the Secured Obligations (provided that

Pledgor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Agent).

Section 6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 6.07 Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. Each party hereto hereby submits to the exclusive jurisdiction of any federal or state court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. This Section 6.07 shall survive the termination of this Agreement. **EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

Section 6.08 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 6.09 Agents and Attorneys-in-Fact. The Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

Section 6.10 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

POWIN ENERGY CORPORATION,  
as Pledgor


By

A handwritten signature in black ink, appearing to be "Paul D. ...", is written over a horizontal line. The signature is stylized and somewhat cursive.  
Name: Paul D. ...  
Title: President

[Signature Page to Pledge and Security Agreement]

**TRADEMARK**  
**REEL: 006780 FRAME: 0983**

ARROYO ENERGY INVESTMENT PARTNERS  
LLC, as the Agent

By   
Name: Kimberly Glasspool  
Title: General Counsel & Chief Compliance Officer

{Signature Page to Pledge and Security Agreement}

**TRADEMARK**  
**REEL: 006780 FRAME: 0984**

**ANNEX 1  
FILING DETAILS**

1. NAME OF PLEDGOR

- a. The name of Pledgor as it appears in its current Articles or Certificate of Formation is:

**POWIN ENERGY CORPORATION**

- b. The federal employer identification number of Pledgor is:

**87-0455378**

- c. Pledgor is formed under the laws of:

**Nevada**

- d. The following is a list of all other names (including fictitious names, d/b/a's, trade names or similar names) currently used by Pledgor or used within the past five years:

**None.**

2. LOCATIONS OF PLEDGOR

- a. The chief executive office of Pledgor is currently located at:

**20550 SW 115<sup>th</sup> Ave  
Tualatin, OR 97062**

**ANNEX 2  
PLEDGED EQUITY**

<i>Pledgor</i>	<i>Issuer</i>	<i>Registered Owner</i>	<i>Certificate Number</i>	<i>Type of Equity Interest</i>	<i>Percentage of Equity Interest</i>
Powin Energy Corporation	Charger Holdings, LLC	Powin Energy Corporation	N/A	LLC membership interest	100%
Powin Energy Corporation	PEOS Holdings, LLC	Powin Energy Corporation	N/A	LLC membership interest	100%

**ANNEX 3**

**LIST OF DEPOSIT, SECURITIES AND COMMODITIES ACCOUNTS**

**ANNEX 4**  
**INTELLECTUAL PROPERTY**

[See attached]



Powin Energy Patent Assets

Title	Patent Number	Application Number	Application Date	Publication Number	Publication Date	Grant Date	Status
ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	10,263,436	14/678,074	04/03/2015	2016-0111900	04/21/2016	04/16/2019	APPLICATION IS GRANTED
ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	9,331,497	13/978,689	03/05/2011	2013-0328530	12/12/2013	05/03/2016	APPLICATION IS GRANTED
NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	9,168,836	14/105,952	12/13/2013	2015-0165913	06/18/2015	10/27/2015	APPLICATION IS GRANTED
BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	9,923,247	14/851,482	09/11/2015	2017-0077559	03/16/2017	03/20/2018	APPLICATION IS GRANTED
BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	10,122,186	14/851,460	09/11/2015	2017-0077558	03/16/2017	11/06/2018	APPLICATION IS GRANTED
WARRANTY TRACKER FOR A BATTERY PACK	10,254,350	14/819,779	08/06/2015	2017-0038433	02/09/2017	04/09/2019	APPLICATION IS GRANTED
BATTERY ENERGY STORAGE SYSTEM	9,882,401	14/932,688	11/04/2015	2017-0126032	05/04/2017	01/30/2018	APPLICATION IS GRANTED
BATTERY ENERGY STORAGE SYSTEM	10,270,266	15/882,713	01/29/2018	2018-0233931	08/16/2018	04/23/2019	APPLICATION IS GRANTED
BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	9,847,654	14/962,491	12/08/2015	2016-0141894	05/19/2016	12/19/2017	APPLICATION IS GRANTED
BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	15/845,598	12/18/2017	12/18/2017	2018-0123357	05/03/2018		Allowed Claims - Preparing A Reply To Put Application In Condition For Allowance
SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	10,153,521	14/819,774	08/06/2015	2017-0040646	02/09/2017	12/11/2018	APPLICATION IS GRANTED
BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	10,040,363	14/864,463	10/15/2015	2017-0106764	04/20/2017	08/07/2018	APPLICATION IS GRANTED
WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	15/604,329	05/24/2017	05/24/2017	2017-0345101	11/30/2017		APPLICATION IS FILED
BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2016	12/22/2016				APPLICATION IS FILED
MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	PCT/US19/22992	3/19/2019	3/19/2019				APPLICATION IS FILED
ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	Pending with USPTO / 16/101,032	08/10/2018	08/10/2018				APPLICATION IS FILED
ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	Pending with USPTO / 16/101,045	08/10/2018	08/10/2018				APPLICATION IS FILED
MODULAR BATTERY STACK AND SUPPORT SYSTEM	PENDING WITH USPTO / 62/729,852	09/11/2018	09/11/2018				PROVISIONAL APPLICATION IS FILED
NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	06/06/2019	06/06/2019				APPLICATION IS FILED
MICROGRID POWER SYSTEM	PCT/US19/35838	06/06/2019	06/06/2019				APPLICATION IS FILED

## Powin Energy Trademark Assets

Office	Title	Application Number	Application Date	Registration Number	Registration Date	Status
US Patent and Trademark Office	MARK: POWIN ENERGY (CLASS 9)	86/299,545	06/03/2014	4,882,384	01/05/2016	Registered trademark
US Patent and Trademark Office	MARK: POWIN ENERGY (CLASSES 11, 42)	86/521,596	02/02/2015	4,865,706	12/08/2015	Registered trademark
US Patent and Trademark Office	MARK: STYLIZED "P" (CLASS 9, 42)	87/873,442	04/11/2018			Pending
US Patent and Trademark Office	MARK: STYLIZED "P" (CLASS 9, 42) MADRID APPLICATION	87/873442	05/04/2018			PENDING Ref NO. A0075614
US Patent and Trademark Office	MARK: STACK (CLASS 9)	87/873,439	04/11/2018			Pending
US Patent and Trademark Office	MARK: CENTIPEDE (CLASS 9)	88164245	10/23/2018			Pending/Office Action

**TRADEMARK**

**REEL: 006780 FRAME: 0990**

**RECORDED: 10/28/2019**