

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCE Purkey's FE, LLC		10/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of The Bank of Ireland		
Street Address:	680 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: IRELAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5357988	SOLAR DASH CHARGING SYSTEM	
Registration Number:	5338305	CAPACITOR ACTUATED PORTABLE STARTER CAPS	
Registration Number:	5338303	DUAL SHIELD LOW VOLTAGE DISCONNECT	
Registration Number:	5338304	PAC PACK ACCELERATED CHARGER + -	
Registration Number:	5231983	PURKEYS	
Registration Number:	5231970	BOSS	
Registration Number:	5231969	PURKEYS DIRECT LIFTGATE CHARGING SYSTEM	
Registration Number:	5231964	PURKEYS SELECT LIFTGATE CHARGING SYSTEM	
Registration Number:	5231962	SOLAR BOLT CHARGING SYSTEM	
Registration Number:	5231956	STATUS	
Registration Number:	5231950	TAPS TRAILER AUXILIARY POWER SYSTEM	
Serial Number:	87233791	INDICATE	
Serial Number:	87234012	MULTIMETER TRAINING UNIT	
Serial Number:	87234262	INVERT WITH DYNABALANCE TECHNOLOGY	
Serial Number:	87234431	LIFT GATE DC CHARGING SYSTEM DOUBLE CHEC	
Serial Number:	88592249	SAFEFREIGHT	
Serial Number:	88592290	ONE CONNECT NOSEBOX	
Serial Number:	88592273	STEADYCHARGE	
Serial Number:	88591764	MAXCHARGE	
TRADEMARK			

CH \$515.00 5357988

Property Type	Number	Word Mark
Serial Number:	88591759	DYNABALANCE
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:	4155911000	
Email:	TrademarksSF@winston.com	
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP	
Address Line 1:	101 California Street	
Address Line 4:	San Francisco, CALIFORNIA 94111	
NAME OF SUBMITTER:	Laura M. Franco	
SIGNATURE:	/Laura M. Franco/	
DATE SIGNED:	11/01/2019	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 31, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 28, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.


Section 4. Governing Law. This Agreement and any claims, 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 law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

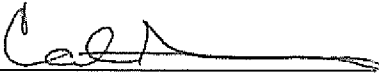
MCE PURKEY'S FE, LLC,
as a Grantor

By: 
Name: Kevin Moschetti
Title: President

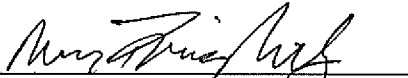
[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006785 FRAME: 0104

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 

Name: Carl Andresen
Title: Director

By: 

Name: Russ Brightly
Title: Director

[Signature Page to IP Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

Patent or Application Number	Country	Filing Date	Issue Date	Description/Title	Status	Maintenance Fee Status
8,004,242	United States	3/13/2009	8/23/2011	SYSTEM AND METHOD FOR MANAGING DISTRIBUTION OF VEHICLE POWER IN A MULTIPLE BATTERY SYSTEM	Patented Case	Current. 11.5 window opens 3/23/2022
9,725,000	United States	2/11/2015	6/8/2017	SYSTEM AND METHOD FOR MONITORING REMOTE BATTERY CHARGING	Patented Case	Current. 3.5 window opens 06/08/2020
10,065,521	United States	6/23/2016	9/4/2018	System and Method for Using Solar Power to Supplement Power in a DC Electrical System	Patented Case	Current. 3.5 window opens 09/04/2021
15/452,792	United States	3/7/2017	N/A	SYSTEM AND METHOD FOR CONTROLLING AN ALTERNATING CURRENT POWER INVERTER	Office Action Outstanding	N/A
29/623,934	United States	10/27/2017	N/A	TRAILER NOSEBOX	Terminal Disclaimer required	N/A
29/623,936	United States	10/27/2017	N/A	TRAILER NOSEBOX	Terminal Disclaimer required	N/A
16/259,714	United States	1/26/2019	N/A	SYSTEM AND METHOD FOR PRIORITIZING AUDIO SIGNALS TO A SPEAKER	Awaiting Examination	N/A

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

2. Trademarks

Trademark	Status	App. No./Reg. No.
Solar Dash Charging System	Registered	RN: 5357988 SN: 87233848
Capacitor Actuated Portable Starter (CAPS)	Registered	RN: 5338305 SN: 87234397
Dual Shield Low Voltage Disconnect	Registered	RN: 5338303 SN: 87234302
PAC Pack Accelerated Charger	Registered	RN: 5338304 SN: 87234374
Purkeys	Registered	RN: 5231983 SN: 87234488
Boss	Registered	RN: 5231970 SN: 87234198
Purkeys Direct Liftgate Charging System	Registered	RN: 5231969 SN: 87234060
Purkeys Select Liftgate Charging System	Registered	RN: 5231964 SN: 87233921
Solar Bolt Charging System	Registered	RN: 5231962 SN: 87233870
Status	Registered	RN: 5231956 SN: 87233767
TAPS Trailer Auxiliary Power System	Registered	RN: 5231950 SN: 87233708
Indicate	Registered	SN: 87233791
Multimeter Training Unit	Registered	SN: 87234012
Invert With Dynabalance Technology	Registered	SN: 87234262
Lift Gate DC Charging System Double Check	Registered	SN: 87234431
Safefreight	Pending	SN: 88592249
One Connect Nosebox	Pending	SN: 88592290
Steadycharge	Pending	SN: 88592273
Maxcharge	Pending	SN: 88591764
Dynabalance	Pending	SN: 88591759