

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPSTART POWER, INC.		01/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WINDSAIL CAPITAL FUND, L.P., as administrative agent		
Street Address:	133 Federal Street		
Internal Address:	Suite 701		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88433131	UPSTART POWER	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	01/13/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 13, 2020 by and between (i) WINDSAIL CAPITAL FUND, L.P., as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement (defined herein)) (“Agent”), and (ii) UPSTART POWER, INC., a Delaware corporation (“Grantor”).

RECITALS

A. The Agent and the Lenders have 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 Credit and Security Agreement by and between Agent, the Lenders party thereto and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Agent and Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Credit 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

UPSTART POWER, INC.

By: 
Name: Paul Oseur
Title: President

AGENT:

WINDSAIL CAPITAL FUND, L.P.

By: WindSail GP, LLC, its General Partner

By: _____
Name: Michael Rand
Title: Managing Director

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:

UPSTART POWER, INC.

By: _____
Name:
Title:

AGENT:

WINDSAIL CAPITAL FUND, L.P.
By: WindSail GP, LLC, its General Partner

By: 
Name: Michael Rand
Title: Managing Director

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES AND TWO-STAGE TAIL GAS COMBUSTORS	<u>8197976</u>	1/4/2008
SOLID OXIDE FUEL CELL SYSTEMS WITH HOT ZONES HAVING IMPROVED REACTANT DISTRIBUTION	<u>8304122</u> <u>8614023</u> <u>9343758</u>	2/6/2009 10/4/2012 11/19/2013
SOLID OXIDE FUEL CELL WITH FLEXIBLE FUEL ROD SUPPORT STRUCTURE	<u>10109867</u>	6/26/2013
SOFC CONDUCTION	20160099476 - Issued Pat 10,446,858 16/553868 (not published)	11/7/2014 8/28/2019
IMPROVED CPOX FUEL REFORMER AND SOFC SYSTEM	20170110748	10/6/2016
SOFC SYSTEM FORMED WITH MULTIPLE THERMALLY CONDUCTIVE PATHWAYS	20180191009	2/28/2018
PLANAR SOLID OXIDE FUEL CELL STACK	16/324338 (not published) – Published 20190181482 – 6/13/2019	2/8/2019
Planar solid oxide fuel unit cell and stack	EP 3497741	2017-08-10
Flat solid oxide fuel cell and stack	KR 2019-0045163	2017-08-10
Planar solid oxide fuel unit cell and stack	AU2017311409	2017-08-10
Planar solid oxide fuel single battery and battery pile	CN109845009	2017-08-10
Improved CPOX fuel reformer and SOFC system	CA 3040431	2016-01-08
SOFC system formed with multiple thermally conductive pathways	AU2017340911	2017-10-06
Cpox reactor control system and method	WO2019/168756	2019-02-22

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Upstart Power	88433131	05/16/2019

EXHIBIT D

Mask Works

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