

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		03/26/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Tigo Energy, Inc.		
Street Address:	420 Blossom Hill Road		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3838677	TIGO ENERGY	
Registration Number:	3773091	TIGO	
Registration Number:	3845975	TIGO ENERGY	
Registration Number:	3773090	TIGO	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	424-239-3744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	03/26/2020		
Total Attachments: 2			
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OP \$115.00 3838677

AGREEMENT TO TERMINATE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement to Terminate Intellectual Property Security Agreement (“Agreement”) is dated March 26, 2020 (“Effective Date”) by and among Tigo Energy, Inc., a Delaware corporation (“Grantor”), and Western Alliance Bank, an Arizona corporation (“Bank”).

WHEREAS, Grantor and Bank entered into an Intellectual Property Security Agreement dated February 8, 2028 (“IP Security Agreement”) pertaining to the grant, by Grantor to Bank of a security interest in Grantor’s intellectual property in connection with a loan being made by Bank to Grantor (“Loan”);

WHEREAS, as of the Effective Date, Grantor is repaying the Loan in full; and

WHEREAS, as of the full repayment of the Loan, it is the intent of Bank to terminate the IP Security Agreement and any and all liens created by the IP Security Agreement;

NOW, THEREFORE, Grantor and Bank do hereby agree as follows:

1. Capitalized terms used herein that are not otherwise defined shall have the meanings as given to them in the IP Security Agreement

2. The IP Security Agreement and any and all liens and security interests in the property of Grantor are hereby terminated as of the time that the Loan is paid in full (“Effective Time”).

3. As of the Effective Time, Grantor and Bank hereby release each other, and their officers, employees, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, demands, costs and expenses attributable to, or arising out of, in any way the IP Security Agreement.

4. This Agreement shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of California, without regard to its conflict of laws rules. All disputes with respect to this Agreement, which cannot be resolved by good faith negotiation among the parties, shall be brought and heard either in the California State Courts located in Santa Clara County or the United States District Court for the Northern District of California located in San Jose, California. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by facsimile or by certified mail, postage prepaid, return receipt requested, and shall be deemed effectively given upon confirmed receipt thereof.

5. This Agreement may be executed in two or three counterparts and any party hereto may execute any such counterpart, all of which when executed and delivered shall be deemed to be an original and to which all counterparts, when fully executed by all of the parties, taken together shall constitute but one (1) and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to account for any other counterpart except to the extent to show that another party signed and delivered the counterpart under which it is asserted to have certain responsibilities or obligations.


6. The Agreement states the entire agreement among the parties hereto about the termination of the IP Security Agreement, and supersedes all and all prior agreements, commitments, communications, negotiations, offers (whether in writing or oral), representations, statements, understandings and writings pertaining thereto, and may not be amended or modified except by written instrument duly executed and delivered by all of the parties hereto.

IN WITNESS WHEREOF, this Agreement to Terminate Intellectual Property Security Agreement has been duly executed and delivered by their duly authorized representatives to be effective as of the Effective Date.

Tigo Energy, Inc.

DocuSigned by:
By: 
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Zvi Alon, CEO

Western Alliance Bank

By: 
Lori Edwards, Executive Vice President