

FORM PTO-1594 COMMERCE (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)		U.S. DEPARTMENT OF RECORDATION FORM COVER SHEET United States Patent and Trademark Office	
TRADEMARKS ONLY			
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): Sunfolding, Inc 1040 Mariposa Street San Francisco, CA 94107		2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: Silicon Valley Bank Internal Address: HF 150 Street Address: 3003 Tasman Drive City: Santa Clara State: CA Country: USA Zip: 95054	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: DE <input type="checkbox"/> Other Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship : United States, CA <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance/ Execution Date(s):			
Execution Date(s): June 1, 2020 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other :		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship : United States, CA <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and identification or description of the Trademark:			
A. Trademark Application No.(s)		B. Trademark Registration No.(s)	
87-609,181			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):		Additional sheets attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 1	
Name: Lien Solutions Internal Address: Street Address: 555 Capitol Mall Suite 1150 City: Sacramento State: CA ZIP: 95814 Phone Number: 1-800-833-5778 X 1356147 Fax Number: 800-780-4795 Email Address: liensolutions.clientservices-sacramento@wolterskluwer.com		7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information:	
		a. Credit Card Last 4 Numbers 0974 Expiration Date 03/2021	
		b. Deposit Account Number Authorized User Name	
9. Signature. <i>Megan Massman</i>		06/05/2020	

OP \$40.00

Signature Megan Massman	Date
_____ Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of 6/1/2020 (the "**Effective Date**") by and between SILICON VALLEY BANK ("**Bank**") and SUNFOLDING, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the Effective Date (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 (as defined 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 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.

Notwithstanding anything in this Agreement, the Intellectual Property Collateral does not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

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.

3. Authorization. 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.

4. 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.

5. 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.

6. 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.

DocuSign Envelope ID: 828EBCE3-9556-4A3D-8D5F-94A910D87337

7. 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).

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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:

SUNFOLDING, INC.

DocuSigned by:
Jürgen Krenke

By: Jürgen Krenke

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Mona Maitra

By: Mona Maitra

Title: Director

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

Description	Registration / Application #	Filing Date	Ctry
FLUIDIC ACTUATOR SYSTEM AND METHOD	2016211175	1/30/2016	AU
FLUIDIC ACTUATOR SYSTEM AND METHOD	2019200962	1/30/2016	AU
FLUIDIC ACTUATOR SYSTEM AND METHOD	1120170164612	1/30/2016	BR
FLUIDIC ACTUATOR SYSTEM AND METHOD			BR
FLUIDIC ACTUATOR SYSTEM AND METHOD	201701939	1/30/2016	CL
FLUIDIC ACTUATOR SYSTEM AND METHOD	201680006209.6	1/30/2016	CN
FLUIDIC ACTUATOR SYSTEM AND METHOD	NC2017/0008389	1/30/2016	CO
FLUIDIC ACTUATOR SYSTEM AND METHOD	NC2019/0014190	1/30/2016	CO
FLUIDIC ACTUATOR SYSTEM AND METHOD	SP-IEPI-2017-53261	1/30/2016	EC
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	EP
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	DE
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	ES
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	FR
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	GB
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	IT
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	PT
FLUIDIC ACTUATOR SYSTEM AND METHOD	16744255.7	1/30/2016	TR
FLUIDIC ACTUATOR SYSTEM AND METHOD			EP
FLUIDIC ACTUATOR SYSTEM AND METHOD	MX/a/2017/009859	1/30/2016	MX

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FLUIDIC ACTUATOR SYSTEM AND METHOD	MX/a/2019/010280	1/30/2016	MX
FLUIDIC ACTUATOR SYSTEM AND METHOD	1275-2017	1/30/2016	PE
FLUIDIC ACTUATOR SYSTEM AND METHOD	62/110,275	1/30/2015	US
FLUIDIC ACTUATOR SYSTEM AND METHOD	15/012,715	2/1/2016	US
FLUIDIC ACTUATOR SYSTEM AND METHOD	16/134,844	9/18/2018	US
FLUIDIC ACTUATOR SYSTEM AND METHOD	16/818,346	3/13/2020	US
FLUIDIC ACTUATOR SYSTEM AND METHOD	PCT/US2016/015857	1/30/2016	WO
FLUIDIC ACTUATOR SYSTEM AND METHOD	2017/04910	1/30/2016	ZA
FLUIDIC ACTUATOR SYSTEM AND METHOD	2019/06806	1/30/2016	ZA
FLUIDIC SOLAR ACTUATOR	14/064,070	10/25/2013	US
FLUIDIC SOLAR ACTUATOR	15/456,347	3/10/2017	US
FLUIDIC SOLAR ACTUATOR	16/506,833	7/9/2019	US
PNEUMATIC ACTUATOR SYSTEM AND METHOD	P6001472/2019	4/17/2018	AE
PNEUMATIC ACTUATOR SYSTEM AND METHOD	2018255296	4/17/2018	AU
PNEUMATIC ACTUATOR SYSTEM AND METHOD	1120190217215	4/17/2018	BR
PNEUMATIC ACTUATOR SYSTEM AND METHOD	201902938	4/17/2018	CL
PNEUMATIC ACTUATOR SYSTEM AND METHOD			CL
PNEUMATIC ACTUATOR SYSTEM AND METHOD	201880025268.7	4/17/2018	CN
PNEUMATIC ACTUATOR SYSTEM AND METHOD	NC2019/0011622	4/17/2018	CO
PNEUMATIC ACTUATOR SYSTEM AND METHOD	SP-2019-81797	4/17/2018	EC
PNEUMATIC ACTUATOR SYSTEM AND METHOD	18787074.6	4/17/2018	EP
PNEUMATIC ACTUATOR SYSTEM AND METHOD	MX/a/2019/012429	4/17/2018	MX
PNEUMATIC ACTUATOR SYSTEM AND METHOD	2052-2019	4/17/2018	PE

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PNEUMATIC ACTUATOR SYSTEM AND METHOD	62/486,335	4/17/2017	US
PNEUMATIC ACTUATOR SYSTEM AND METHOD	15/955,044	4/17/2018	US
PNEUMATIC ACTUATOR SYSTEM AND METHOD	107113086	4/17/2018	TW
PNEUMATIC ACTUATOR SYSTEM AND METHOD	PCT/US2018/028020	4/17/2018	WO
PNEUMATIC ACTUATOR SYSTEM AND METHOD	2019/07489	4/17/2018	ZA
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	2018254424	4/17/2018	AU
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	1120190217223	4/17/2018	BR
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	18787946.5	4/17/2018	EP
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	MX/a/2019/012430	4/17/2018	MX
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	62/486,377	4/17/2017	US
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	15/955,506	4/17/2018	US
PNEUMATIC ACTUATION CIRCUIT SYSTEM AND METHOD	PCT/US2018/028024	4/17/2018	WO
SOLAR TRACKER CONTROL SYSTEM AND METHOD	2018254425	4/17/2018	AU
SOLAR TRACKER CONTROL SYSTEM AND METHOD	18787400.3	4/17/2018	EP
SOLAR TRACKER CONTROL SYSTEM AND METHOD	62/486,369	4/17/2017	US
SOLAR TRACKER CONTROL SYSTEM AND METHOD	15/955,519	4/17/2018	US
SOLAR TRACKER CONTROL SYSTEM AND METHOD	PCT/US2018/028025	4/17/2018	WO
TUBULAR FLUIDIC ACTUATOR SYSTEM AND METHOD	P190101450	5/28/2019	AR
TUBULAR FLUIDIC ACTUATOR AND METHOD SYSTEM AND METHOD	62/677,560	5/29/2018	US
TUBULAR FLUIDIC ACTUATOR AND METHOD SYSTEM AND METHOD	62/845,118	5/8/2019	US
TUBULAR FLUIDIC ACTUATOR SYSTEM AND METHOD	16/423,899	5/28/2019	US
TUBULAR FLUIDIC ACTUATOR SYSTEM AND METHOD	108118640	5/29/2019	TW

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TUBULAR FLUIDIC ACTUATOR SYSTEM AND METHOD	38.248	5/29/2019	UY
TUBULAR FLUIDIC ACTUATOR SYSTEM AND METHOD	PCT/US2019/034202	5/28/2019	WO
Warranty Backstop System and Method	62/747,597	10/18/2018	US
PHOTOVOLTAIC MODULE CLAMP SYSTEM AND METHOD	62/819,951	3/18/2019	US
PHOTOVOLTAIC MODULE CLAMP SYSTEM AND METHOD	16/822,967	3/15/2020	US
PHOTOVOLTAIC MODULE CLAMP SYSTEM AND METHOD			WO

DocuSign Envelope ID: 828EBCE3-9556-4A3D-8D5F-94A910D87337

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sunfolding	87-609,181	09-14-2017

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

FAX COVER SHEET

TO	
COMPANY	
FAX NUMBER	15712730140
FROM	Megan Massman
DATE	2020-06-05 08:52:12 PDT
RE	New Trademark Filing Request -- 01190909 -- 75352324-2

COVER MESSAGE

Hello, All.

Please see attached new request.

Thank You,

Megan Massman
Associate Client Services Specialist
Lien Solutions

Office 800-833-5778 ext. 1356147
Megan.Massman@WoltersKluwer.com

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