

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EV CONNECT, INC.		06/24/2020	Corporation: DELAWARE
EV CONNECT, INC.		06/24/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 South Almaden Blvd.		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4754786	EVCONNECT	
Registration Number:	4767544	EVCONNECT	
Registration Number:	4725628	EVCLOUD	
Registration Number:	4767543	EV CONNECT	
Registration Number:	4759043	EVCONNECT	
Registration Number:	4759042	EV CONNECT	
Registration Number:	3994691	EV CONNECT	
Serial Number:	88611730	CHARGE FORWARD	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		

OP \$215.00 4754786

SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	06/24/2020
Total Attachments: 6 source=EV Connect - IPSA#page1.tif source=EV Connect - IPSA#page2.tif source=EV Connect - IPSA#page3.tif source=EV Connect - IPSA#page4.tif source=EV Connect - IPSA#page5.tif source=EV Connect - IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 24, 2020 by and among between EV Connect, Inc., a Delaware corporation (“Parent”), EV Connect Inc., a California corporation (“Subsidiary”) and Heritage Bank of Commerce, a California corporation (“Bank”). Parent and Subsidiary are each referred to herein as a “Grantor” and collectively, as the “Grantors”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTORS:

EV CONNECT, INC.,
a Delaware corporation

Address of Grantors:

615 North Nash Street, Suite 203
El Segundo, CA 90245
Attn: Jordan Ramer - CEO

By: _____
Name: Jordan Ramer
Title: CEO

EV CONNECT INC.,
a California corporation

By: _____
Name: Jordan Ramer
Title: CEO

BANK:

HERITAGE BANK OF COMMERCE

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
Attn: Matt Spencer
FAX: (408) 947-6910

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

615 North Nash Street, Suite 203
El Segundo, CA 90245
Attn: Jordan Ramer - CEO

GRANTORS:

EV CONNECT, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

EV CONNECT INC.,
a California corporation

By: _____

Name: _____

Title: _____

BANK:

HERITAGE BANK OF COMMERCE

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
Attn: Matt Spencer
FAX: (408) 947-6910

By: Matt Spencer

Print Name: Matt Spencer

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
Electric vehicle charging station, system, and methods	9,300,152	March 29, 2016
Queue prioritization for electric vehicle charging stations	9,142,978	September 22, 2015
Management of electric vehicle charging station queues	8,717,170	May 6, 2014
Charge prioritization to manage peak loads	14/797976	July 13, 2015
Charge Station Queue Management	14/335757	July 18, 2014

