### CH \$190.00 888834

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM592141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HYLIION, INC.		08/14/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	88883454	ERX
Serial Number:	88883456	ERX
Serial Number:	88883458	HYPERTRUCK
Serial Number:	88883460	HYLIION HYPERTRUCK
Serial Number:	86972189	HYLIION
Serial Number:	87216111	HYLIION
Serial Number:	87216120	HYLIION

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2123186532

**Email:** alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

**Address Line 2:** 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	08/14/2020

REEL: 007024 FRAME: 0591

TRADEMARK

900564299

# Total Attachments: 12 source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page1.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page2.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page3.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page4.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page5.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page6.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page7.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page8.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page9.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page10.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page11.tif source=Barclays\_Hyliion - IP Security Agreement (Executed)(150121009\_1)#page11.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Intellectual Property Security Agreement</u>") is made as of August 14, 2020, by **HYLIION, INC.**, a Delaware corporation ("<u>Grantor</u>"), whose place of business and chief executive office, as applicable (as those terms are used in the Code) is located at 1202 BMC Drive, Suite 100, Cedar Park, Texas 78613, in favor of **BARCLAYS BANK PLC** ("<u>Barclays</u>"), as administrative agent for the Lenders (the "<u>Agent</u>").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor in its capacity as Borrower and Barclays as a lender (such lender, together with its successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), the sole lead arranger and the Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement, and this Intellectual Property Security Agreement shall be subject to the rules of construction set forth in <u>Section 1.4</u> of the Credit Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Intellectual Property Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Intellectual Property Collateral"):
  - (a) all inventions, processes, production methods, proprietary information, trade secrets and know- how; all patents and applications for patents, all registrations and recordings thereof, and all applications in connection therewith;
  - (b) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or

- business identifiers, all registrations and recordings thereof, and all applications in connection therewith:
- (c) all of its other Intellectual Property including the Registered Intellectual Property referred to on Schedule I; and
- (d) all accessions to, all substitutions for and replacements of, and all PROCEEDS and PRODUCTS of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Intellectual Property Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the other Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.
- 5. <u>RECORDATION</u>. 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 Intellectual Property Security Agreement upon request by the Agent.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any (x) new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or (y) new copyrights, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 7. <u>COUNTERPARTS</u>. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Intellectual Property Security Agreement. Delivery of an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

8. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow.]

LEGAL\_US\_E # 149978730.3

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HYLIION, INC., a Delaware corporation

By: Name:

Thomas Healy

Title:

Chief Executive Officer

### AGENT: BARCLAYS BANK PLC

By: \_\_\_\_\_

Name: Domenic Natale Title: Authorized Signatory

### **SCHEDULE I**

to

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

### **ATTACHED**

LEGAL\_US\_E # 149978730.3

Application Dispatched from Pre-exam, Not Yet Docketed by USPTO	09/15/2020				Not Yet Published	Not Yet Published	05/19/2020	16/878,519	Pending	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US06
1st Office Action Expected	12/18/2022				Not Yet Published	Not Yet Published	02/18/2020	16/640,052	Pending	Utility: National Phase	Patent	United States	Battery Pack Optimization for Thermal Management	55018.00025WO01-US
Await Next Action/Notice from USPTO	08/15/2020				Non-Publication Request Filed	Non-Publication Request Filed	10/08/2019	16/596,685	Pending	Utility: Continuation	Patent	United States	Vehicle Weight Estimation System and Related Methods	55018.11US02
3.5 Year Maintenance Fee	11/19/2023	05/02/2036	05/19/2020	10654369	01/02/2020	20200001726	08/20/2019	16/545,033	Issued	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US05
3.5 Year Maintenance Fee	09/24/2023	05/02/2036	03/24/2020	10596913	09/26/2019	20190291593	04/01/2019	16/371,597	Issued	Utility: Non- Provisional	Patent	United States	Trailer-Based Energy Capture and Management	55018.10US02
3.5 Year Maintenance Fee	02/20/2023	05/02/2036	08/20/2019	10384560	06/06/2019	20190168621	10/30/2018	16/174,795	Issued	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US04
3.5 Year Maintenance Fee	08/04/2023	08/26/2036	02/04/2020	10549647	11/15/2018	20180326869	04/09/2018	15/948,280	Issued	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.5US02
3.5 Year Maintenance Fee	05/06/2022	05/02/2036	11/06/2018	10118505	05/24/2018	20180141463	10/30/2017	15/797,536	Issued	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US03
3.5 Year Maintenance Fee	06/10/2023	06/01/2038	12/10/2019	10500975	None	None	09/29/2017	15/721,410	Issued	Utility: Non- Provisional	Patent	United States	Vehicle Weight Estimation System and Related Methods	55018.11US01
3.5 Year Maintenance Fee	10/02/2022	05/02/2036	04/02/2019	10245972	03/29/2018	20180086227	09/29/2017	15/721,371	Issued	Utility: Continuation-in- Part	Patent	United States	Trailer-Based Energy Capture and Management	55018.10US01
3.5 Year Maintenance Fee	04/30/2021	05/02/2036	10/31/2017	802508	None	None	06/09/2017	15/618,737	Issued	Utility: Continuation	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US02
3.5 Year Maintenance Fee	10/10/2021	05/02/2036	04/10/2018	9937819	11/03/2016	20160318421	05/02/2016	15/144,775	Issued	Utility: Non- Provisional	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.5US01
3.5 Year Maintenance Fee	01/04/2021	05/02/2036	07/04/2017	9694712	11/03/2016	20160318406	05/02/2016	15/144,769	Issued	Utility: Non- Provisional	Patent	United States	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	55018.4US01
Issue Fee	07/17/2020				None	None	03/24/2020	16/828,797	Allowed	Utility: Continuation	Patent	United States	Trailer-Based Energy Capture and Management	55018.10US02-C1
Issue Fee	08/04/2020				08/23/2018	20180236994	02/16/2018	15/898,396	Allowed	Utility: Non- Provisional	Patent	United States	Tractor Unit With On- Board Regenerative Braking Energy Storage for Stopover HVAC Operation Without Engine Idle	55018-17US01
Next Action	Next Action Date	Patent Expiration	Issue or Reg Date	Pat or Reg No.	Pub Date	Pub No.	Filing Date	Appi No.	Status	Туре	Pat or TM	Country	Title	Docket No.
						olio	I INC. mark Portit 18/20/20	HYLIION INC. Patent and Trademark Portfolio Prepared 06/18/20/20	q					

55018.00010WO01	55018.00007WO01	55018-17US02	55018.10US02-C2	55018.5US03	55018.22US01	55018.21US01	55018.20US01	55018.19US03	55018.19US02	55018.19US01	55018.25US01	55018.7US01	
Vehicle Thermal  Management System  and Related Methods	Ma	Tractor Unit With On- Board Regenerative Braking Energy Storage for Stopover HVAC Operation Without Engine Idle	Trailer-Based Energy Capture and Management	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Electric Vehicle Energy Store With Fuel Tank Form Factor and Mounting Configuration	Vehicle Immobilization Mechanism	REGENERATIVE ELECTRICAL POWER SYSTEM WITH STATE OF CHARGE MANAGEMENT IN VIEW OF PREDICTED AND-OR SCHEDULED STOPOVER AUXILIARY POWER REQUIREMENTS	ON-VEHICLE CHARACTERIZATION OF PRIMARY ENGINE WITH COMMUNICATION INTERFACE FOR CROWDSOURCED ADAPTATION OF ELECTRIC DRIVE CONTROLLERS	Electric Drive Controller Adaptation to Through- the-Road (TTR) Coupled Primary Engine and/or Operating Conditions	Supplemental Electric Drive With Primary Engline Recognition for Electric Drive Controller Adaptation	Battery Pack Optimization for Thermal Management	Vehicle Energy Management System and Related Methods	
n PCT (MIPO)	n PCT (WIPO)	ge United States	United States	e United States	yy k United States	n United States	TE United States	E United States	h- United States	c or United States	United States	n United States	
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	
Utility: PCT	Utility: PCT	Utility: Continuation	Utility: Continuation	Utility: Continuation	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	Utility: Non- Provisional	
Closed	Closed	Unfiled	Unfiled	Published	Published	Published	Published	Published	Published	Published	Published	Published	
PCT/US2017/054595	PCT/US2017/054587			16/781,721	16/237,533	16/237,519	16/237,504	16/237,078	16/237,064	16/237,032	15/999,072	15/721,345	
09/29/2017	09/29/2017			02/04/2020	12/31/2018	12/31/2018	12/31/2018	12/31/2018	12/31/2018	12/31/2018	08/17/2018	09/29/2017	
WO2018/064622	WO2018/064619			20200171961	20190202312	20190202421	20190207180	20190202431	20190202436	20190202429	20190058227	20180093655	
04/05/2018	04/05/2018			06/04/2020	07/04/2019	07/04/2019	07/04/2019	07/04/2019	07/04/2019	07/04/2019	02/21/2019	04/05/2018	
N/A	N/A	08/04/2020	07/20/2020	09/15/2020	03/18/2021	12/18/2020	10/18/2020	11/18/2020	12/18/2020	01/18/2021	07/15/2020	07/22/2020	
		Parent Issue Fee Due 08/04/2020 (File CON b/4 parent issues - parent case had RR - claims 1-10 and 18-20 were cancelled)	Parent Issue Fee Due 07/20/2020 (File CON b/4 parent issues)	Application Dispatched from Pre-exam, Not Yet Docketed by USPTO	1st Office Action Expected	1st Office Action Expected	1st Office Action Expected	1st Office Action Expected	1st Office Action Expected	1st Office Action Expected	1st Office Action Expected	Await Next Action/Notice from USPTO	

872	869	HYL	ΗYL	HΥL	HYL	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	55018.0	
87216111	86972189	HYLI-0004	HYLI-0003	HYLI-0002	HYLI-0001	55018.00004CA01	55018.00004CN01	55018.00004EP01	55018.00004HK01	55018.00004JP01	55018.00004KR01	55018.00004MX01	55018.00019WO01	55018.00025WO01	55018.00026WO01	55018.00017WO01	
HYLIION	HYLIION	HYLIION HYPERTRUCK (Word Mark)	HYPERTRUCK (Stylized/Design)	ERX (Stylized/Design)	ERX (Word Mark)	Motor Vehicle Accessory To Increase Power Supply And Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements.	Supplemental Electric Drive With Primary Engine Recognition for Electric Drive Controller Adaptation and Crowdsourced Hybrid System Customization	Battery Pack Optimization for Thermal Management	Vehicle Battery Pack Including Structural Features for Reducing Size and Improving Ease of Assembly	Tractor Unit With On- Board Regenerative Braking Energy Storage for Stopover HVAC Operation Without Engine Idle	
United States	United States	United States	United States	United States	United States	Canada	China	EPO	Hong Kong	Japan	Korea (Rep. of)	Mexico	PCT (MPO)	PCT (WIPO)	РСТ (МРО)	PCT (WIPO)	
Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Patent	Patent	Patent	Patent	Patent							
Trademark	Trademark	Trademark	Trademark	Trademark	Trademark	Utility: Foreign	Utility: National Phase	Utility: Foreign	Utility: Foreign	Utility: National Phase	Utility: National Phase	Utility: Foreign	Utility: PCT	Utility: PCT	Utility: PCT	Utility: PCT	
Registered	Registered	Pending	Pending	Pending	Pending	Abandoned	Pending	Closed	Closed	Closed							
87/216,111	86/972,189	88/883,460	88/883,458	88/883,456	88/883,454	2984156	201680025467.9	16789915.2	18113112.6	2017-556241	2017-7031617	MX/A/2017/014004	PCT/US2018/068113	PCT/US2018/000287	PCT/US2018/020442	PCT/US2018/018499	
10/26/2016	04/12/2016	04/22/2020	04/22/2020	04/22/2020	04/22/2020	10/26/2017	05/02/2016	05/02/2016	05/02/2016	05/02/2016	05/02/2016	05/02/2016	12/31/2018	08/17/2018	03/01/2018	02/16/2018	
		Not Yet Published	Not Yet Published	Not Yet Published	Not Yet Published	2984156	CN107921884A	3288794	1254050A			2017014004	WO/2019/133957	WO2019/036002	WO2018/160829	WO2018/152406	
09/12/2017	02/20/2018	Not Yet Published	Not Yet Published	Not Yet Published	Not Yet Published	11/10/2016	04/17/2018	03/07/2018	07/12/2019			08/15/2018	07/04/2019	02/21/2019	09/07/2018	08/23/2018	
5644038	5633302																, v
01/01/2019	12/18/2018																Date
N/A	N/A																Expiration
01/01/2025	12/18/2024	07/22/2020	07/22/2020	07/22/2020	07/22/2020	N/A	N/A	N/A	A/N	N/A	N/A	N/A	06/30/2020	N/A	N/A	A/N	Date
Section 8 & 15	Section 8 & 15	To be assigned to TM Examiner	To be assigned to TM Examiner	To be assigned to TM Examiner	To be assigned to TM Examiner								30-month national phase deadline				

Dockett No.   Title   Country   Pat or TM   Type   Status   Appl No.   Pulb No.   Pulb Date   Pub No.   Pub Date   Pub No.   Pub Pub No.   Pub Date   Pub No.   Pub No.   Pub Date   Pub No.	10 Year Renewal	11/18/2026	N/A	04/16/2018	1810336			11/18/2016	1810336	Registered	Trademark	Trademark	Australia	HYLIION	1810336
Pattor   P	10 Year Renewa		N/A	04/16/2018	1810335			11/18/2016	1810335	Registered	Trademark	Trademark	Australia	HYLIION	1810335
Pattor   P	10 Year Renewa	ш	N/A	11/13/2019	1809181			11/11/2016	1809181	Registered	Trademark	Trademark	Canada	HYLIION & Design	1809181
Pat or Title	10 Year Renewa		N/A	11/13/2019	1809180			11/11/2016	1809180	Registered	Trademark	Trademark	Canada	HYLIION & Color Design	1809180
Title   Country	10 Year Rene	Н	N/A	04/07/2019	29148491			02/06/2018	29148491	Registered	Trademark	Trademark	China	HYLIION	29148491
Title   Country   Pat or TM   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pat or Reg   Patent   No.   Date   Pub No.   Date   Pub No.   Pub Date   Pub No.	10 Year Renewa	ш	N/A	01/07/2019	29148490			02/06/2018	29148490	Registered	Trademark	Trademark	China	HYLIION	29148490
Tritle   Country   Pat or TM   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pat or Reg   Sequence   Pat or Reg   Pat or Reg   Pat or Reg   Sequence   Pat or Reg   Pat or	10 Year Rene		N/A	01/07/2019	29148489			02/06/2018	29148489	Registered	Trademark	Trademark	China	HYLIION	29148489
Title	10 Year Rene	Н	N/A	08/21/2018	26246448			09/05/2017	26246448	Registered	Trademark	Trademark	China	HYLIION	26246448
Pat or TM   Title   Country   Pat or TM   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   No.   Pub Date   Pat or Reg   Expiration   Date   Date   Date   Date   Date   Expiration   Date   Date   Date   Date   Date   Expiration   Date   Da	10 Year Rene	_	N/A	08/28/2018	26244885			08/23/2018	26244885	Registered	Trademark	Trademark	China	HYLIION	26244885
Pati   Pati   Pati   Pati   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pub No.   Pati   Pati   No.   Pati   Pati   No.   Pati   Pati   No.   Pati   Pati   No.   Pati   No.   Pati   Pati   Pati   No.   Pati   Pa	10 Year Rene	_	N/A	08/21/2018	26244872			09/05/2017	26244872	Registered	Trademark	Trademark	China	HYLIION	26244872
Pation   P	10 Year Rene	Н	N/A	08/21/2018	26244775			09/05/2017	26244775	Registered	Trademark	Trademark	China	HYLIION	26244775
Tride         Country         Pat or TM         Type         Status         Appl No.         Filing Date         Pub No.         Pub Date         Pat or Reg         Issue or Reg         Pate in Date         No.         Date         Pate in Date         <	10 Year Rene	⊢	N/A	12/21/2018	23794573			04/26/2017	23794573	Registered	Trademark	Trademark	China	HYLIION	23794573
Title   Country   Pat or TM   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pat or Reg   Issue or Reg   Patent   Date   Date	10 Year Rene		N/A	12/21/2018	23794571			04/27/2017	23794571	Registered	Trademark	Trademark	China	HYLIION	23794571
Title   Country   Pat or TM   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pat or Reg   Expiration	10 Year Rener	_	N/A	05/04/2017	16077893			11/23/2016	16077893	Registered	Trademark	Trademark	EUIPO	HYLIION	16077893
Pation   Pation   Pation   Pation   Type   Status   Appl No.   Filing Date   Pub No.   Pub Date   Pation   Pa	10 Year Rene	Н	N/A	05/04/2017	16077877			11/23/2016	16077877	Registered	Trademark	Trademark	EUIPO	HYLIION	16077877
Tritle   Country   Pat or TM   Type   Status   Appl No   Filing Date   Pub No.   Pub Date   Pat or Reg   Issue or Reg   Patent   Next Action   Date   Pub No.   Pub Date   Pub No.   Pat or Reg   Issue or Reg   Patent   Next Action   Date   Pub No.   Pub Date   Pub No.   Pat or Reg   Issue or Reg   Patent No.   Date   Pub No.   Pat or Reg   Issue or Reg   Patent No.   Date   Pub No.   Date   Pu	10 Year Rene	_	N/A	04/17/2017	1743084			11/28/2016	1825537	Registered	Trademark	Trademark	Mexico	HYLIION	1825537
Title         Country         Pat or TM         Type         Status         Appl No.         Filing Date         Pub No.         Pub Date         Pat or Reg No.         Issue or Reg Date         Pate or Reg Pat or Reg         Pate or Reg Date         Next Action Date           HYLIION         United States         Trademark         Trademark         Registered         87/216,120         10/26/2016         09/12/2017         5644039         01/01/2019         N/A         01/01/2025           HYLIION         Mexico         Trademark         Trademark         Registered         1825531         11/28/2016         09/12/2017         9/4039         07/26/2018         N/A         11/28/2026           HYLIION         Mexico         Trademark         Trademark         Registered         1825532         11/28/2016         09/12/2017         10/13/2017         N/A         11/28/2026           HYLIION         Mexico         Trademark         Registered         1825534         11/28/2016         1743083         04/17/2017         N/A         11/28/2026           HYLIION         Mexico         Trademark         Registered         1825534         11/28/2016         1905330         07/126/2018         N/A         11/28/2026           HYLIION         Mexico         Trademark <td>10 Year Rene</td> <td>_</td> <td>N/A</td> <td>10/13/2017</td> <td>1809168</td> <td></td> <td></td> <td>11/28/2016</td> <td>1825536</td> <td>Registered</td> <td>Trademark</td> <td>Trademark</td> <td>Mexico</td> <td>HYLIION</td> <td>1825536</td>	10 Year Rene	_	N/A	10/13/2017	1809168			11/28/2016	1825536	Registered	Trademark	Trademark	Mexico	HYLIION	1825536
Title         Country         Pat or TM         Type         Status         Appl No.         Filing Date         Pub No.         Pub No.         Pat or Reg No.         Issue or Reg Date         Pat or Reg Expiration         Pat or Reg Date         Pat or Reg No.         Pat or Reg Date         Pat or Reg Pat or Reg Expiration         No.         Pat or Reg Date         Pat or Reg Pat or Reg Expiration         Pat or Reg Date         Pat or Reg Pat or Reg Expiration         Pat or Reg Date         Pat or Reg Date         Pat or Reg Expiration         Pat or Reg Date         Pa	10 Year Rene	_	N/A	07/26/2018	1905330			11/28/2016	1825535	Registered	Trademark	Trademark	Mexico	HYLIION	1825535
Title         Country         Pat or TM         Type         Status         Appl No.         Filing Date         Pub No.         Pub Date         Pat or Reg No.         Issue or Reg Date         Pat or Reg Expiration         Pat or Reg Date         Pat or Reg No.         Pat or Reg Date         Pat or Reg Expiration         Pat or Reg Date         Pat or Reg No.         Pat or Reg No.         Pat or Reg Date         Pat or Reg No.         Pat or No.         Pat or No	10 Year Rene	_	N/A	04/17/2017	1743083			11/28/2016	1825534	Registered	Trademark	Trademark	Mexico	HYLIION	1825534
Title         Country         Pat or TM         Type         Status         Appl No.         Filing Date         Pub No.         Pub Date         Pat or Reg No.         Issue or Reg Date         Pat or Reg Date           HYLIION         United States         Trademark         Trademark         Registered         87/216,120         10/26/2016         09/12/2017         5644039         01/01/2019         N/A         01/01/2025           HYLIION         Mexico         Trademark         Trademark         Registered         1825531         11/28/2016         09/12/2017         5644039         07/26/2018         N/A         11/28/2026	10 Year Rene		N/A	10/13/2017	1809167			11/28/2016	1825532	Registered	Trademark	Trademark	Mexico	HYLIION	1825532
HYLIION United States Trademark Registered 87/216,120 Pub No. Filing Date Pub No. Pub Date Pat or Reg Issue or Reg Paternt Next Action Date Paternt Next Action Date Expiration Date Paternt No. Date Date Paternt No. Date Date Date	10 Year Rene	Н	N/A	07/26/2018	1905329			11/28/2016	1825531	Registered	Trademark	Trademark	Mexico	HYLIION	1825531
Title Country Pat or TM Type Status Appl No. Filing Date Pub No. Pub Date Pat or Reg Issue or Reg Patent Next Action Date Expiration Date	Section 8 &	01/01/2025	N/A	01/01/2019	5644039	09/12/2017		10/26/2016	87/216,120	Registered	Trademark	Trademark	United States	HYLIION	87216120
	Next Actio	Next Action Date	Patent Expiration	Issue or Reg Date	Pat or Reg No.	Pub Date	Pub No.	Filing Date	Appl No.	Status	Type	Pat or TM	Country	Title	Docket No.

## HYLION INC.

## Patent and Trademark Portfolio Prepared 06/18/2020

Title

Application Num

Type

FilingDate Status

PatentNum issueDate ExpiredDate PublicationNum PublicationDate

Power Source	Agnostic to a	for a Vehicle	Configurations	Drive Train	in a Vehicle	Compartments	and	of Batteries	Management	Thermal	Methods for	Systems and	Power Source	Agnostic to	Vehicle	Range Extender
United States					United States								United States			
63/026371					63/019676								63/014790			
Application	Patent	Provisional			Application	Patent	Provisional						Application	Patent	Provisional	
5/18/2020					5/4/2020								4/24/2020			
Pending					Pending								Pending			

### **Domain Names**

All the domain names listed below were purchased on 4/28/2020 to and will expire on 4/27/2021. Registrar: GoDaddy

Hyliion.com

Hyliion.net

Hyliion.org

Hyliion.info

Hyliion.co

Hyliion.biz

Hyliion.cool

Hyliion.rocks

Hyliion.engineering

Hyliion.wtf

Hyliion.fun

Hyliion.racing

Hyliion.autos

HypertruckERX.com

HypertruckERX.info

HypertruckERX.org

HypertruckERX.net

HypertruckERX.biz

HypertruckERX.co

HypertruckERX.cool

HypertruckERX.rocks

HypertruckERX.engineering

HypertruckERX.wtf

HypertruckERX.fun

HypertruckERX.racing

HypertruckERX.auto

Hypertruck-ERX.com

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Hypertruck-ERX.co

Hypertruck-ERX.cool

Hypertruck-ERX.rocks

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Hypertruck.engineering

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Hypertruck.fun

Hypertruck.racing

Hypertruck.auto

**TRADEMARK** REEL: 007024 FRAME: 0604

RECORDED: 08/14/2020