

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBIN POWERED, INC.		01/26/2021	Corporation:
RECEIVING PARTY DATA			
Name:	SILVER LAKE WATERMAN FUND II, L.P., as Agent		
Street Address:	2775 Sand Hill Road, Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86002855	ROBIN	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati, P.C.		
Address Line 1:	One Market Plaza, Spear Tower, Suite 330		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	43628.091		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	01/26/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of January 26, 2021, is executed by **ROBIN POWERED, INC.**, a Delaware corporation (“*Grantor*”), in favor of **SILVER LAKE WATERMAN FUND II, L.P.**, a Delaware limited partnership, as agent (“*Agent*”) on behalf of certain purchasers (“*Purchasers*”).

RECITALS

A. Purchasers have agreed to make certain advances of money and to extend certain financial accommodation to Grantor, in the amounts and manner set forth in that certain Note Purchase Agreement by and among, Grantor, Agent and Purchasers dated January 26, 2021 (as the same may be amended, modified or supplemented from time to time, the “*Note Purchase Agreement*”; except as otherwise defined herein capitalized terms used herein are used as defined in the Note Purchase Agreement). Purchasers are willing to purchase Notes from the Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Purchasers, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Note Purchase Agreement and the Transaction Documents.

B. Pursuant to the terms of the Note Purchase Agreement and the other Transaction Documents, Grantor has granted to Agent 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 Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Note Purchase Agreement and the other Transaction Documents, Grantor grants and pledges to Agent 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 **Schedule A** attached hereto (collectively, the “*Copyrights*”);

(b) 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 **Schedule B** attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on **Schedule B** attached hereto (collectively, the “*Patents*”); and

(c) 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 **Schedule C** attached hereto (collectively, the “*Trademarks*”).

2. 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 Agent.

3. Grantor hereby authorizes Agent to 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 file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and the Purchasers with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. 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).

Agent's address is: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

ROBIN POWERED, INC.

By:  _____

Name: John O'Donnell

Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007170 FRAME: 0019

SCHEDULE B

PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
None				

SCHEDULE C

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ROBIN	86/002,855			7/4/2013