

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM644379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOLARIVER, INC.		04/23/2021	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Business Bank		
<b>Street Address:</b>	407 Charmany Drive		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53719		
<b>Entity Type:</b>	Bank: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5666330	SOLARIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	andrew.davis@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Kristen G. Dickey, Esq.		
<b>SIGNATURE:</b>	/Kristen G. Dickey/		
<b>DATE SIGNED:</b>	05/05/2021		
<b>Total Attachments: 18</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement") is made as of the 2<sup>nd</sup> day of April 23, 2021 by SOLARIVER, INC., Florida corporation (referred to herein as "Company" or "Borrower"), with its chief executive office located at 4440 PGA Boulevard, Suite 600, Palm Beach Gardens, FL 33410, and delivered to First Business Bank (the "Lender") having a mailing address of 401 Charmany Drive, Madison, WI 53719.

### BACKGROUND

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith by and between Lender and Company (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement") pursuant to which Lender is making a \$620,000.00 SBA 7(a) term loan to Borrower. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith by and between Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Security Agreement" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "Loan Documents"), under which Borrower is granting Lender, a lien on and security interest in all of the assets of Borrower, including Company's existing and hereafter acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Trademark Goodwill") listed on Schedule A, attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) patents and pending patent applications (collectively, "Patents") and goodwill associated thereto ("Patent Goodwill" together with Trademark Goodwill, "Goodwill") and Trademarks, listed on Schedule A attached hereto and made part hereof (all such Trademarks, Patents and Goodwill hereinafter referred to as the "Assets").

D. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Company hereby covenants and agrees to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Company's knowledge, each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on **Schedule A** constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations, trade names, licenses, patents, pending patents or patent applications, (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, patents, pending patents or patent applications or licenses or renewals thereof, the provisions of this Agreement shall automatically apply thereto and trademark application, trademark, trademark registration, patents, pending patents or patent applications, licenses or license renewal shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended **Schedule A**.

4. Company further covenants that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Florida, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute the patent and trademark assignments in the forms attached hereto as Exhibit 1 and Exhibit 2. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the

filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered, trademarks or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Trademark except as permitted by the Loan Agreement.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

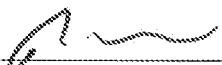
19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated the date and year first written above.

BORROWER:

SOLARIVER, INC., a Florida corporation

By: \_\_\_\_\_  
Jonathan M. Swan, President

Approved and Accepted:

LENDER:

First Business Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Dated the date and year first written above.

**BORROWER:**

SOLARIVER, INC., a Florida corporation

By: \_\_\_\_\_  
Jonathan M. Swan, President

Approved and Accepted:

**LENDER:**

First Business Bank

By: Scotty Wilkins  
Name: Scotty Wilkins  
Title: Director SBA Closing

[BORROWER ACKNOWLEDGMENT TO PATENT/TRADEMARK SECURITY]

BORROWER:

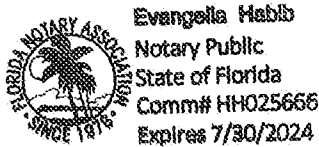
SOLARIVER, INC., a Florida corporation

By: [Signature]  
Jonathan M. Swan, President

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of April, 2021, by Jonathan M. Swan, as the President of SOLARIVER, INC., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☒ has produced FL Driver License as identification.



[Signature]  
(Signature of person taking affirmation)

EVANGELIA HABIB  
(Name typed, printed or stamped)

NOTARY PUBLIC  
(Title or rank)

HH 25666  
(Serial number, if any)

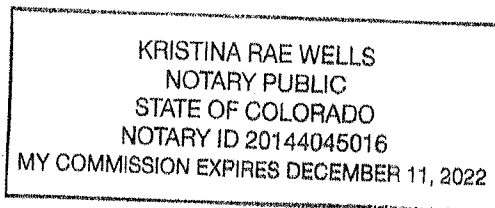
[BANK ACKNOWLEDGMENT TO PATENT/TRADEMARK SECURITY]

UNITED STATES OF AMERICA

STATE OF Colorado

COUNTY OF WELD

On this 23rd day of April, 2021, before me personally appeared Sandy Willis to me known and being duly sworn, deposes and says that he/she is DIRECTOR OF SBA CLOSING of First Business Bank, the Lender described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.



[Signature]  
Notary Public

**SCHEDULE A**

1. Issued Trademarks of Company

Registration Date	Serial Number	Description of Trademark
1/29/2019	5,666,330	SOLARIVER

2. Issued U.S. Patents of Company

Patent No.	Issue Date	Title
None		

3. Pending U.S. Patent Applications of Company

Serial No.	Filing Date	Title
None		

**EXHIBIT 1**

**TRADEMARK ASSIGNMENT**

WHEREAS, SOLARIVER, INC., a Florida corporation ("**Grantor**") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("**Assets**"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, First Business Bank ("**Grantee**"), having a place of business at 401 Charmany Drive, Madison, WI 53719, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witness:

First Business Bank

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: Attorney-in-fact for Grantor

**EXHIBIT 1**

[ACKNOWLEDGMENT TO TRADEMARK ASSIGNMENT]

UNITED STATES OF AMERICA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that he/she is \_\_\_\_\_ of First Business Bank, the Lender described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public

**EXHIBIT 2**

**PATENT ASSIGNMENT**

WHEREAS, SOLARIVER, INC., a Florida corporation ("**Grantor**") is the registered owner of the United States patents, pending patents and patent applications listed on **Schedule A** attached hereto and made a part hereof ("**Assets**"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, First Business Bank ("**Grantee**"), having a place of business at 401 Charmany Drive, Madison, WI 53719, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witness:

First Business Bank

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Attorney-in-fact for Grantor

**EXHIBIT 2**

[ACKNOWLEDGMENT TO PATENT ASSIGNMENT]

UNITED STATES OF AMERICA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that he/she is \_\_\_\_\_ of First Business Bank, the Lender described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public