

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRAGONFLY ENERGY CORP.		11/24/2021	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newlight Capital LLC		
<b>Street Address:</b>	525 Middlefield Road, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4710573	DRAGONFLY ENERGY	
<b>Registration Number:</b>	4999731	BATTLE BORN	
<b>Registration Number:</b>	6428841	BATTLE BORN ENERGY	
<b>Registration Number:</b>	6428842	BATTLE BORN SOLAR	
<b>Serial Number:</b>	90902544	GC3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	11/24/2021		
<b>Total Attachments: 16</b>			

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## SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Short Form Agreement") is made by **DRAGONFLY ENERGY CORP.**, a Nevada corporation ("Grantor"), and dated as of November 24, 2021, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer ("Servicer"), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent ("Disbursing Agent") and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of November 24, 2021 (as amended, restated, modified or supplemented from time to time, the "Intellectual Property Security Agreement"), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the "USPTO") and the United States Copyright Office (the "USCO"), which sets forth the Grantor's pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

### 1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the "IP Collateral):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section

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1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, in no event shall any security interest be granted in and the IP Collateral shall not include: (1) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein) and (2) Immaterial Inbound Licensed IP Rights if the granting of a security interest therein is prohibited by or would constitute a default under the Immaterial Inbound License giving rise thereto (but (A) only to the extent the term in such Immaterial Inbound License providing for such prohibition or default (I) was not created in contemplation of the security interest granted hereunder and under the other Disbursement Documents and (II) is enforceable under applicable law and (b) other than to the extent that such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any other Section) of Article 9 of the Code, as the case may be); provided, that, upon the termination, lapsing or expiration of any such term, or the waiver of such term or consent thereto, such Immaterial Inbound Licensed IP Right shall automatically be subject to the security interest granted in favor of the Servicer and become part of the IP Collateral.

## 2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and

assignment set forth herein. No later than the date that the next succeeding Compliance Certificate is required to be delivered under the Disbursing Agreement (whether such Compliance Certificate is so delivered or not), Grantor shall give to Servicer written notice of any such creation or acquisition of any such item that is not Excluded Property. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.

- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form 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 agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. **THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.**

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IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

**DRAGONFLY ENERGY CORP.**, as Grantor

By:   
Name: Denis Phares  
Title: Chief Executive Officer

[Signature Page to Short Form IP Agreement]

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ACCEPTED AND AGREED:

**NEWLIGHT CAPITAL LLC**, as Servicer

By: Kevin Wallace  
Name: Kevin Wallace  
Title: Vice President



**SCHEDULE A**  
TO  
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Patents & Patent Applications**

See attached.

Title	Country	Application Number	Filing Date	Publication Number	Publication Date	Patent No.	Issue Date	Status
Processes for the manufacture of conductive particle films for lithium ion batteries	WO	PCT/US2013/043332	30-May-13	WO2013/181372	12/5/2013			Expired
	CN	201380028057.6	30-May-13	104488115A	4/1/2015	ZL201380028057.6	10-Apr-18	Issued
	CN	201810204395.5	9-Apr-18	108321353	7/24/2018	ZL201810204395.5	9-Mar-21	Issued

US	61/653718	31-May-12	N/A	N/A			Expired	
US	13/905730	30-May-13	US-2013-0323583-A1	12/5/2013			Abandoned	
PROCESSES FOR THE MANUFACTURE OF CONDUCTIVE PARTICLE FILMS FOR LITHIUM ION BATTERIES AND LITHIUM ION BATTERIES								
WO	PCT/US2015/057299	26-Oct-15	WO2016/069441	6-MAY-16	N/A	N/A	Expired	
CN	201580058506.0	26-Oct-15	107210420	26-Sep-17			Pending	
DE	15853650.8	26-Oct-15	3213361	6-Sep-17	602015060930.1	21-Oct-2020	Issued	
EP	15853650.8	26-Oct-15	3213361	6-Sep-17	3213361	21-Oct-2020	Issued	

	FR	15853650.8	26-Oct-15	3213361	6-Sep-17	3213361	21-Oct-2020	Issued	
	GB	15853650.8	26-Oct-15	3213361	6-Sep-17	3213361	21-Oct-2020	Issued	
	US	62/068830	27-Oct-14	N/A	N/A	N/A	N/A	Expired	
	US	15/521975	26-Apr-17	US-2017-0331100-A1	16-Nov-17	10897037	19-Jan-2021	Issued	
	US	17/123353	16-Dec-20	US-2021-0104722-A1	8-Apr-21			Pending	
PREPARATION AND POWDER FILM DEPOSITION OF PRE- COATED POWDERS	US	62/458945	14-Feb-17	N/A	N/A	N/A	N/A	Expired	
	US	16/329914	1-Mar-19	US-2019-0252668-A1	14-Feb-17			Pending	
	US	17/175412	12-Feb-21	US-2021-0167354-A1	1-Mar-19			Pending	
	WO	PCT/US2018/018138	14-Feb-18	WO 2018/152173	14-Feb-18	N/A		Expired	
	CN	201880011405.1	14-Feb-18	CN110290889A	14-Feb-18			Pending	
	EP	18754532.2	14-Feb-18	3582913	14-Feb-18			Pending	
Decorative Design of a Battery Pack	US	29/653375	14-Feb-17	D930573	14-Sep-21	D930573	14-Sep-2021	Issued	
	AU	201817529	13-Dec-2018	201817529	N/A	201817529	17-Jan-2019	Registered	
	AU	201817530	13-Dec-2018	201817530	N/A	201817530	17-Jan-2019	Registered	
	CA	185316	14-Dec-2018	185316	21-Feb-20	185316	21-Feb-2020	Issued	
	CA	192998	14-Dec-2018	192998	21-Feb-20	192998	21-Feb-2020	Issued	
	EM	005887437	12-Dec-2018	005887437-0001	24-Jan-19	005887437-0001		12-Dec-2018	Issued

EM	005887437	12-Dec-2018	005887437-0002	24-Jan-19	005887437-0002	12-Dec-2018	issued
EM	005887437	12-Dec-2018	005887437-0003	24-Jan-19	005887437-0003	12-Dec-2018	issued
EM	005887437	12-Dec-2018	005887437-0004	24-Jan-19	005887437-0004	12-Dec-2018	issued
EM	005887437	12-Dec-2018	005887437-0005	24-Jan-19	005887437-0005	12-Dec-2018	issued
EM	005887437	12-Dec-2018	005887437-0006	24-Jan-19	005887437-0006	12-Dec-2018	issued
GB	9005887437-0001	12-Dec-2018	9005887437-0001	24-Jan-19	9005887437-0001	12-Dec-2018	issued
GB	9005887437-0002	12-Dec-2018	9005887437-0002	24-Jan-19	9005887437-0002	12-Dec-2018	issued
GB	9005887437-0003	12-Dec-2018	9005887437-0003	24-Jan-19	9005887437-0003	12-Dec-2018	issued

SYSTEMS AND METHODS FOR DRY POWDER COATING LAYERS OF AN ELECTROCHEMICAL CELL	GB	9005887437-0004	12-Dec-2018	9005887437-0004	24-Jan-19	9005887437-0004	12-Dec-2018	Issued
	GB	9005887437-0005	12-Dec-2018	9005887437-0005	24-Jan-19	9005887437-0005	12-Dec-2018	Issued
	GB	9005887437-0006	12-Dec-2018	9005887437-0006	24-Jan-19	9005887437-0006	12-Dec-2018	Issued
	US	62/848849	16-May-2019	N/A	N/A	N/A	N/A	Expired
	US	16/874004	14-May-2020	US-2020-0365872-A1	19-Nov-20			Pending
	WO	PCT/US2020/032836	14-May-20	WO 2020/232222	19-Nov-20			Pending
	CN		14-May-20					Pending
	EP	20805126.8	14-May-20					Pending
	JP	2021-564263	14-May-20					Pending
	KR		14-May-20					Pending

DEVICE AND METHOD FOR MONITORING BATTERY SYSTEMS	US	62/951181	20-Dec-19	N/A	N/A	Expired
	US	17/312187	9-Jun-21	Unpublished	Unpublished	Pending
DECORATIVE DESIGN OF A BATTERY PACK	WO	PCT/US2020/065896	18-Dec-20	WO2021/127363	24-Jun-21	Pending
	US	29/744598	30-Jul-2020	Unpublished	Unpublished	Pending
POWDERIZED SOLID-STATE ELECTROLYTE AND ELECTROACTIVE MATERIALS	US	63/064449	12-Aug-20	N/A	N/A	Expired
	US	17/399444	11-Aug-21	Unpublished	Unpublished	Pending
	WO	PCT/US2021/045469	11-Aug-21	Unpublished	Unpublished	Pending

*Trademark Registrations & Trademark Applications*

See attached.



Grantor	Jurisdiction	Trademark	Date of filing	Application Number	Registration Date	Registration Number
Dragonfly Energy, Corp.	United States	Dragonfly Energy	2/7/2014	86187323	3/31/2015	4710573
Dragonfly Energy, Corp.	United States	Battle Born	5/19/2015	86635304	7/12/2016	4999731
Dragonfly Energy Corp.	United States	Battle Born Energy	5/23/2019	88442643	7/20/2021	6428841
Dragonfly Energy Corp.	United States	Battle Born Solar	5/23/2019	88442688	7/20/2021	6428842
Dragonfly Energy Corp.	United States	GC3	8/25/2021	90902544		

Copyright Registrations & Copyright Applications

None.

Licenses

None.