

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690381

|   |                                     |                       |                       |
|---|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| DELI STAR CORPORATION   |                                     | 11/22/2021            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name:</b>  | PROTERRA FINANCE 2 LLC              |                       |                       |
| <b>Street Address:</b>  | 33 SOUTH SIXTH STREET               |                       |                       |
| <b>Internal Address:</b>  | SUITE 4100                          |                       |                       |
| <b>City:</b>  | MINNEAPOLIS                         |                       |                       |
| <b>State/Country:</b>   | MINNESOTA                           |                       |                       |
| <b>Postal Code:</b>   | 55402                               |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                     |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 5509652                             | SIMPLE PROMISE        |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                       |
| <b>Fax Number:</b>  | 6129778650                          |                       |                       |
| <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>   | 6129778287                          |                       |                       |
| <b>Email:</b>   | enewby@taftlaw.com                  |                       |                       |
| <b>Correspondent Name:</b>  | Emma Newby                          |                       |                       |
| <b>Address Line 1:</b>  | 2200 IDS Center                     |                       |                       |
| <b>Address Line 2:</b>  | 80 South 8th Street                 |                       |                       |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402        |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | M46838-00006                        |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Emma Newby                          |                       |                       |
| <b>SIGNATURE:</b>   | /Emma Newby/                        |                       |                       |
| <b>DATE SIGNED:</b>   | 11/24/2021                          |                       |                       |
| <b>Total Attachments: 6</b>   |                                     |                       |                       |
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 22, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **DELI STAR CORPORATION**, a Delaware corporation (the “**Grantor**”) in favor of **PROTERRA FINANCE 2 LLC**, a Delaware limited liability company, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, Grantor is a party to a Security Agreement dated as of the date hereof (the “**Security Agreement**”) between Grantor and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** To secure the prompt payment and performance to the Lenders and the Collateral Agent of the Secured Obligations, Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of the Lenders, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

2.1.1 the trademark applications and registrations listed on Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof;

2.1.2 all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

2.1.3 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.1.4 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 “Allegation 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, solely to the extent, if any, 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.

### **SECTION 3. Recordation**

Grantor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Collateral Agent.

### **SECTION 4. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 5. Governing Law**

**THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.**

### **SECTION 6. Grantor Remains Liable**

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral, subject to the security interest granted hereunder.

### **SECTION 7. Release**

The grant of a security interest hereunder and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the irrevocable payment of the Secured Obligations in full (other than contingent indemnification obligations arising under the Loan Documents for which no

claims have been asserted), whereupon this Trademark Security Agreement and the security interests provided hereunder shall automatically terminate and be of no further force or effect, and Collateral Agent shall, upon the written request and at the expense of Grantor, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

### **SECTION 8. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**DELI STAR CORPORATION,**  
a Delaware corporation

By:   
Name: Justin Siegel  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**COLLATERAL AGENT**

**PROTERRA FINANCE 2 LLC**, as Collateral Agent for itself and the Lenders

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

Name: Matthew Swanson

Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

| <b>Record Owner (Credit Party)</b> | <b>Type of IP</b> | <b>Name/Description of IP</b> | <b>Jurisdiction of Registration</b> | <b>Registration/Application No.</b> |
|------------------------------------|-------------------|-------------------------------|-------------------------------------|-------------------------------------|
| Deli Star Corporation              | Trademark         | "Simple Promise"              | United States                       | 5509652                             |

**TRADEMARK APPLICATION**

None.