

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRUSOE ENERGY SYSTEMS INC.		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SVB INNOVATION CREDIT FUND VIII, L.P.		
Street Address:	1660 17th Street, Suite 350		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	97109283	CRUSOE DATA CENTER SERVICES	
Serial Number:	97109266	CRUSOE DATA CENTERS	
Serial Number:	97109250	CRUSOE CLOUD	
Serial Number:	97109229	CRUSOE CLOUD	
Serial Number:	97109202	CRUSOE HOSTING	
Serial Number:	97109184	CRUSOE MINING	
Serial Number:	97109098	CRUSOE ENERGY	
Serial Number:	97109042	CRUSOE	
Serial Number:	97109011		
Serial Number:	97108923		
Serial Number:	90063002	LOW CARBON LEATHER	
Serial Number:	90062997	LOW CARBON DAIRY	
Serial Number:	90062985	LOW CARBON STEAK	
Serial Number:	90062974	LOW CARBON COW	
Serial Number:	90062966	LOW CARBON CATTLE	
Serial Number:	88688677	DIGITAL ENERGY STORAGE	
Registration Number:	6257983	DIGITAL PIPELINE	
Registration Number:	6060796	DIGITAL FLARE MITIGATION	

OP \$465.00 97109283

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1554185
NAME OF SUBMITTER:	Gwendolyn Meccas, Paralegal
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	12/21/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 17, 2021, by and among SVB INNOVATION CREDIT FUND VIII, L.P., a Delaware limited partnership (“Bank”) and CRUSOE ENERGY SYSTEMS INC., a Delaware corporation with its principal place of business located at 1660 17th Street, Suite 350 Denver, CO 80202 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank 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 of 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 Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 Exhibit B attached hereto (collectively, the "Patents");

(e) 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 Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. 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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) 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 (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

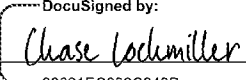
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CRUSOE ENERGY SYSTEMS INC.

By: DocuSigned by:

80621EC038C849D...


Name: Chase Lochmiller

Title: CEO, Secretary

BANK:

SVB INNOVATION CREDIT FUND VIII, L.P.

By: SVB INNOVATION CREDIT PARTNERS VIII,
LLC, its General Partner

By: DocuSigned by:

FC4DF00214604F0...

Name: Craig Caukin

Title: Senior Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Patent Docket


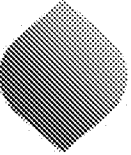
ZIP Docket	Country	Type	App. No.	Title	Inventors	Filing Date	Status	Reg. No.	Issue Date	Notes / Upcoming Tasks	Due Date
CRUSOE-105002PRO1	US	Utility: Provisional	62/713,368	Systems and Methods for Generating and Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller	8/1/2018	Expired				
CRUSOE-105002US1	US	Utility: Non-Provisional	16/529,152	Systems and Methods for Generating and Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller, Kenneth Parker	8/1/2019	Issued	10862307	12/8/2020		
CRUSOE-105002US1C1	US	Utility: Continuation	16/694,883	Systems and Methods for Generating and Consuming Power From Natural Gas	Lochmiller, Kenneth Parker	11/25/2019	Issued	10862309	12/8/2020		
CRUSOE-105002US1C2	US	Utility: Continuation	17/087,928	Systems and Methods for Generating and Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller, Kenneth Parker	11/3/2020	Published			Respond to Non-Final Office Action - 3 Month Deadline	1/26/2022
CRUSOE-105002PCT	WO	Utility: PCT	PCT/US19/44646	Systems and Methods For Generating And Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller, Kenneth Parker	8/1/2019	Expired				
CRUSOE-105002CA1	CA	Utility: Foreign	3105380	Systems and Methods For Generating And Consuming Power From Natural Gas	Lochmiller, Kenneth Parker	8/1/2019	Issued	3105380	5/11/2021		
CRUSOE-105002CN1	CN	Utility: Foreign	201980000000	Systems and Methods For Generating And Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller, Kenneth Parker	8/1/2019	Issued	112438006	7/6/2021		
CRUSOE-105002EP1	EP	Utility: Foreign	19844275.8	Systems and Methods For Generating And Consuming Power From Natural Gas	Lochmiller, Kenneth Parker	8/1/2019	Published			Respond to Foreign Office Action	12/1/2021
CRUSOE-105002MX1	MX	Utility: Foreign	MX/A/2021/001280	Systems and Methods For Generating And Consuming Power From Natural Gas	Charles Cavness, Chase Lochmiller, Kenneth Parker	8/1/2019	Published				

Prospective Patents

Title	Summary	Move Forward?	P.O.C.	Status and Next Steps	Shared Drive
Sour Gas Mitigation	- gas combustion turbines to generate enough heat to regenerate amine in a closed loop process	Now	Phil Archer	Kyle requests materials	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Gas Compression System	- compress flare gas and store in containers - release gas into system when needed	Now	Shayla Martin	Kyle requests materials	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Immersion Cooling System	immersion cooling system for ASICs new ASIC board design	Now	Shayla Martin	Kyle requests materials	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
System with Turbine Configuration	system that employs a turbine and black star generator	Now	Shayla Martin	Kyle requests materials	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Lead Control	controller monitors gas pressure and adjusts load (miners) accordingly	Later	Nitin Perumbeti	Discuss with Nitin during monthly patent call (1/1/17)	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Carbon Capture	capture carbon from turbine and inject into ground and/or remaining wells	Later		Revisit after further development	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Datacenter Heat Capture & Reuse	capture heat from the datacenters and employ for beneficial use (e.g. growing plants)	Later		Revisit after further development	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104
Feedstream Heater	device that clamps onto upstream feedline to superheat gas to prevent liquids	No		Kan: Well known in the art	https://68066.090c0d0.20000d01e97f630e4128.1195365185.201904182000082035104

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CRUSOE DATA CENTER SERVICES	97109283	November 4, 2021
CRUSOE DATA CENTERS	97109266	November 4, 2021
CRUSOE CLOUD	97109250	November 4, 2021
CRUSOE CLOUD	97109229	November 4, 2021
CRUSOE HOSTING	97109202	November 4, 2021
CRUSOE MINING	97109184	November 4, 2021
CRUSOE ENERGY	97109098	November 4, 2021
CRUSOE	97109042	November 4, 2021
	97109011	November 4, 2021
	97108923	November 4, 2021
LOW CARBON LEATHER	90063002	July 20, 2020
LOW CARBON DAIRY	90062997	July 20, 2020
LOW CARBON STEAK	90062985	July 20, 2020
LOW CARBON COW	90062974	July 20, 2020
LOW CARBON CATTLE	90062966	July 20, 2020
DIGITAL ENERGY STORAGE	88688677	November 12, 2019

DIGITAL PIPELINE	6257983	January 26, 2021
DIGITAL FLARE MITIGATION	6060796	May 19, 2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.