TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700963

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITYAGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smart Wires Inc.		12/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP
Street Address:	777 Third Avenue
Internal Address:	25th Floor
City:	New york
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6144675	SMART WIRES REIMAGINE THE GRID
Registration Number:	4907075	POWERLINE GUARDIAN

CH $65.00 6144675

CORRESPONDENCE DATA

Fax Number: 6173106001

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: 6173106000
Email: munozg@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: One International Place
Address Line 2: Suite 2000
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	176634.010400
NAME OF SUBMITTER:	Eugenia A. Prezas
SIGNATURE:	/Eugenia A. Prezas/
DATE SIGNED:	01/10/2022

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Intellectual Property Security Agreement") is entered into as of December 31, 2021 (the "Effective Date") by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and SMART WIRES INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor, pursuant to the Loan Agreement, shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Patents and Trademarks listed on Exhibits A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

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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:

Address of Grantor:

SMART WIRES INC.

DocuSigned by:
By: Julie Andrews
C479042D21A04A0...

3292 Whipple Road
Union City, CA 94587
Attn: General Counsel
EMAIL: legal@smartwires.com

Name: Julie Andrews
Title: Chief Financial Officer

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:

Address of Grantor:

SMART WIRES, INC.

3292 Whipple Road
Union City, CA 94587
Attn: General Counsel
EMAIL: legal@smartwires.com

By:_____
Name:_____
Title:_____

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

777 Third Avenue, 25th Floor New
York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.com

By:_____
Name: Andrew Dym
Title: Authorized Signatory

EXHIBIT A

Patents

Description (Title)	**Patent/App. No.**	**Filing Date**
Voltage or impedance-injection method using transformers with multiple secondary windings for dynamic power flow control	US10008317B2	2016-03-14
System and method for distributed grid control with sub-cyclic local response capability	US10097037B2	2016-03-11
Distributed impedance injection module for mitigation of the Ferranti effect	US10180696B2	2016-11-07
Power transmission tower mounted series injection transformer	US10199150B2	2016-05-18
Dynamic and integrated control of total power system using distributed impedance injection modules and actuator devices within and at the edge of the power grid	US10218175B2	2017-02-09
Voltage or impedance-injection method using transformers with multiple secondary windings for dynamic power flow control	US10283254B2	2018-05-16
Containerized power flow control systems	US10396533B1	2018-07-16
Transformers with multi-turn primary windings for dynamic power flow control	US10418814B2	2016-02-26
Transformers with multi-turn primary windings for dynamic power flow control	US10424929B2	2018-05-09
Systems and methods for voltage regulation using split-conductors with loop current reduction	US10468880B2	2017-04-05
System and method for distributed grid control with sub-cyclic local response capability	US10559975B2	2018-06-04
Modular, space-efficient structures mounting multiple electrical devices	US10651633B2	2017-03-29
Modular FACTS devices with external fault current protection	US10666038B2	2017-09-01
Real-time bolt monitoring system	US10724857B1	2018-12-28
Dynamic and integrated control of total power system using distributed impedance injection modules and actuator devices within and at the edge of the power grid	US10749341B2	2019-02-21
Agile deployment of optimized power flow control system on the grid	US10756542B2	2018-08-17
Containerized power flow control systems	US10770870B2	2019-07-25

Systems and methods for real-time communication among a cluster of impedance injection nodes in a power distribution system	US10790878B1	2018-12-04
Kinetic actuator for vacuum interrupter	US10825625B1	2019-09-13
Power line oscillation damping using distributed FACTS devices that are voltage/impedance injection modules attached to the HV power lines	US10886741B1	2017-12-20
Voltage agnostic power reactor	US10903653B2	2018-06-07
Power flow control subsystem having multiple configurations	US10938210B2	2019-10-01
Early detection of faults in power transmission lines	US10938314B2	2018-08-30
Fast post-fault phase reactance balancing	US11063433B2	2019-12-02
Energy harvesting from fault currents	US11095110B1	2019-06-25
Interference limiting enclosure for power flow devices	US11116116B1	2019-08-30
Modular time synchronized injection modules	US11121551B2	2019-04-29
Dynamic computation and control of distributed assets at the edge of a power grid	US11159046B1	2019-09-03
Modular FACTS Devices with External Fault Current Protection	US20200244062A1	2020-04-17
Detection and Elimination of DC Injection on the Power Grid System	US20200328594A1	2020-03-10
Detection and Mitigation of DC Injection on the Power Grid System	US20200328598A1	2020-03-10
Dynamic and Integrated Control of Total Power System Using Distributed Impedance Injection Modules and Actuator Devices Within and at the Edge of the Power Grid	US20200358288A1	2020-07-28
Fast - Slow Injection for Recovery from Transient Response and Voltage Collapse with Avoidance of SSR & SSCI	US20200395756A1	2020-04-02
System and Method for FACTS Device Bypass Mode Operation and Diagnostics	US20210028713A1	2020-06-02
Deployment of Power Flow Control Systems	US20210066917A1	2020-02-07
Adaptive Control Technique for Stability of Impedance Injection Unit	US20210151986A1	2020-07-01
Use of the Unused Duration Injection Units in an Array to Reduce Oscillations During Impedance Injection for Corrections of Problems	US20210159706A1	2020-06-05

Modular FACTS Devices with External Fault Current Protection Within the Same Impedance Injection Module	US20210288489A1	2021-02-16
Power Supply System Responsive to High and Low Line Currents	US20210296930A1	2021-02-25
Fast Post-Fault Phase Reactance Balancing	US20210313806A1	2021-06-18
Modular Time Synchronized Injection Modules	US20210384727A1	2021-08-24
Dynamic Computation and Control of Distributed Assets at the Edge of a Power Grid	US20210391747A1	2021-08-30
Phase balancing of power transmission system	US8816527B1	2014-03-27
Phase balancing of power transmission system	US9172246B2	2014-07-16
Detection of geomagnetically-induced currents with power line-mounted devices	US9217762B2	2015-01-15
Detection of geomagnetically-induced currents with power line-mounted devices	US9753059B2	2015-11-13
Installation fixture for installing devices on power lines	US9843176B2	2015-06-08
Power line reactance module and applications	US9906031B2	2015-02-25
Low cost impedance injection unit for capacitive only injection	62/944,220	2019-12-05
High speed measurements and fast switching response within a single cycle to start control of Power system problems by starting pulsed injections precisely in the same cycle	63/203,194	2021-07-12
Current Adaptive Reactor Structure	16/155,638	2018-10-09
Transformer Having Passive Cooling Topology	16/444,880	2019-06-18
Detection, Mitigation, and Elimination of the DC Injection Problem on the Power Grid System	62/831,595	2019-04-09
Integration of Enclosure and Core for Improved Structural Integrity of an Impedance Injection Unit	16/521,144	2019-07-24
System and Methods for Using Thyristors to Conduct Surge Currents Away from Critical Infrastructure	16/922,882	2020-07-07
Method for Mounting High Voltage Capacitor Banks	17/069,603	2020-10-13
Integration of a Power Flow Control Unit	16/800,999	2020-02-25

Use of the Unused Duration Injection Units in an Array to Reduce Oscillations During Impedance Injection for Corrections of Problems	62/939,413	2019-11-22
Monitoring Non-Uniform Capacitor and IGBT Degradation with Current Sensors	16/891,515	2020-06-03
Prognostics and Diagnostics of Injection Units and Communications	16/949,604	2020-11-05
Liquid Cooling of High Current Devices in Power Flow Control Systems	16/948,523	2020-09-22
Liquid Cooling of High Current Devices in Power Flow Control Systems	62/987,221	2020-03-09
Powering an Impedance Injection Unit During Startup Operations	17/249,278	2021-02-25
Powering an Impedance Injection Unit During Startup Operations	63/031,844	2020-05-29
Modular FACTS Devices with External Fault Current Protection Within the Same Impedance Injection Module	62/987,815	2020-03-10
High Speed Solenoid Driver Circuit	17/249,282	2021-02-25
High Speed Solenoid Driver Circuit	63/033,702	2020-06-02
Protection From and Filtering of Disturbances for Serial Connected FACTS	17/197,627	2021-03-10
Protection From and Filtering of Disturbances for Serial Connected FACTS	63/047,154	2020-07-01
Scalable Modular Cooling Unit Having Voltage Isolation	17/375,919	2021-07-14
Scalable Modular Cooling Unit Having Voltage Isolation	62/706,112	2020-07-31
Temporal Balancing of Electrical Stress on FACTS Devices in FACTS Based Distributed Impedance Injection Units	17/332,011	2021-05-27
Temporal Balancing of Electrical Stress on FACTS Devices in FACTS Based Distributed Impedance Injection Units	62/706,629	2020-08-28
Cooling System and Method using Individualized Parallel Flow Channels within Liquid Cooling Blocks	17/373,487	2021-07-12
Cooling System and Method using Individualized Parallel Flow Channels within Liquid Cooling Blocks	62/706,772	2020-09-09
Method for Detecting Faults Using Current Unbalance	17/444,935	2021-08-21
Method for Detecting Faults Using Current Unbalance	62/706,941	2020-09-18

High Current Voltage-Source Converter	17/446,928	2021-09-03
High Current Voltage-Source Converter	63/198,111	2020-09-29
Sinusoidal Wave Formation for Reduction of Oscillations, Harmonics and Distortion Using Short Pulses to Reduce the Number of IIRequired	17/301,148	2021-03-26
Sinusoidal Wave Formation for Reduction of Oscillations, Harmonics and Distortion Using Short Pulses to Reduce the Number of IIUs Required	63/198,374	2020-10-14
Control of Parallel Paths During Recovery of a Power Flow Control System from a Transmission Line Fault	17/444,847	2021-08-11
Control of Parallel Paths During Recovery of a Power Flow Control System from a Transmission Line Fault	63/198,316	2020-10-09
High Current Voltage-Source Converter	17/352,035	2021-06-18
High Current Voltage-Source Converter	63/198,480	2020-10-21
Secure Communication System and Method for Impedance Injection Modules Distributed on HV Transmission Lines	17/340,910	2021-06-07
Secure Communication System and Method for Impedance Injection Modules Distributed on HV Transmission Lines	63/199,123	2020-12-08
Direct Impingement Liquid Cooling for Static Synchronous Series Compensator Systems	17/449,163	2021-09-28
Indirect Impingement Liquid Cooling for Static Synchronous Series Compensator Systems	17/450,132	2021-10-06
Clamping Circuit for Protecting FACTS	63/260,757	2021-08-31
Grid forming over the distribution grid with renewable sources and loads	63/262,432	2021-10-12

EXHIBIT B

Trademarks

Trademark	Serial/Registration No.	Registration Date
SMART WIRES REIMAGINE THE GRID (plus Design):	6144675	September 8, 2020
		
POWERLINE GUARDIAN	4907075	March 1, 2016