

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLIPHI POWER, INC.		03/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	10 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86536205	SIMPLIPHI	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd., c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	03/23/2022		
Total Attachments: 6			
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OP \$40.00 86536205

Grant of Security Interest in Trademarks

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 21, 2022 (this "Agreement"), is made by the undersigned (the "Granting Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Asset Based Lending Revolving Credit Agreement, dated as of September 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BUCEPHALUS HOLDCO 3, LLC, a Delaware limited liability company ("Initial Holdings"), BUCEPHALUS BUYER, LLC, a Delaware limited liability company (the "Lead Borrower"), each of the other Borrowers, the Lenders, the Issuing Banks, the other parties party thereto from time to time and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent, and as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into that certain U.S. Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, that certain Supplement to the U.S. Collateral Agreement, dated as of December 15, 2021, the "Collateral Agreement"), by and among Initial Holdings, the Lead Borrower, each of the Pledgors from time to time party thereto, and the Collateral Agent, pursuant to which the Granting Pledgor assigned, and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Collateral Agreement, the Granting Pledgor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office, as applicable.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Granting Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, for the benefit of the Secured Parties, and grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Granting

Pledgor's right, title and interest in, to and under any and all of the following assets and properties (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, CIPO or any similar offices in any State of the United States, any Province of Canada or any other country or any political subdivision thereof, and all renewals thereof, including those United States and Canadian registrations and applications listed on Schedule I;

(b) all goodwill associated with or symbolized by the foregoing;

(c) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing;

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement, dilutions or other violations thereof; and

(e) all other rights accruing thereunder or pertaining thereto throughout the world ("Trademarks"); provided, however, that the foregoing assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" Trademark application, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor's right, title or interest therein or in any Trademark registration issued as a result of such application under applicable federal law.

3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Granting Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


5. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT

SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SIMPLIPHI POWER, INC.

By: _____

Name: Mark A. Schwertfeger

Title: Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Brandi Petrucci

Title: Authorized Signatory, Director

Schedule I
to Grant of Security Interest in Trademarks

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SIMPLIPHI	86536205	4875896	12/22/2015	SIMPLIPHI POWER, INC.