

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELEVANT POWER SOLUTIONS, LLC		05/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A.		
Street Address:	1400 16th Street, Suite 250		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90301523	M35	
Serial Number:	87523316	BLUE42	
Serial Number:	87523282	BLUE42	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	655 West Broadway, Suite 1300		
Address Line 2:	Attn: Hillary Kooy		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	83499.8		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	05/23/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 5, 2022, (the "**Agreement**") between **SUNFLOWER BANK, N.A.**, as collateral agent for the Lenders (in such capacity, "**Agent**") and **RELEVANT POWER SOLUTIONS, LLC**, a Delaware limited liability company ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of May 5, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Grantor, as borrower, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;
- (b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

Notwithstanding anything contained herein or in any other Loan Document to the contrary, Intellectual Property Collateral shall not include any Excluded Property.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RELEVANT POWER SOLUTIONS, LLC,
a Delaware limited liability company

By: _____

Name: Richard V. Wolf

Title: Chief Executive Officer

Address for Notices:
c/o RELEVANT POWER SOLUTIONS, LLC
20120 E. Hardy Road
Houston, Texas 77073
Attention: Richard V. Wolf
Email: r.wolf@swes.com

AGENT:

SUNFLOWER BANK, N.A.

By: _____

Name: Jared Grabow

Title: Senior Vice President

Address for Notices:
SUNFLOWER BANK, N.A.
1400 16th Street, Suite 250
Denver, CO 80202
Attn: Jared Grabow
Email: jared.grabow@sunflowerbank.com

[Signature page to Intellectual Property Security Agreement (Relevant Power Solutions, LLC)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RELEVANT POWER SOLUTIONS, LLC,
a Delaware limited liability company

By: _____

Name: Richard V. Wolf

Title: Chief Executive Officer

Address for Notices:

c/o RELEVANT POWER SOLUTIONS, LLC
20120 E. Hardy Road
Houston, Texas 77073
Attention: Richard V. Wolf
Email: r.wolf@swes.com

AGENT:

SUNFLOWER BANK, N.A.

By:  _____

Name: Jared Grabow

Title: Senior Vice President

Address for Notices:

SUNFLOWER BANK, N.A.
1400 16th Street, Suite 250
Denver, CO 80202
Attn: Jared Grabow
Email: jared.grabow@sunflowerbank.com

[Signature page to Intellectual Property Security Agreement (Relevant Power Solutions, LLC)]

TRADEMARK
REEL: 007729 FRAME: 0440

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
M35	90301523	Pending	--	11/5/2020
BLUE42	87523316	5500867	--	7/11/2017
BLUE42	87523282	5500866	--	7/11/2017

EXHIBIT C

PATENTS

Please Check if No Patents Exist