

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERSECT POWER, LLC		12/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	60 Wall Street, 24th Floor,		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87564113	INTERSECT POWER	
Serial Number:	87564115	INTERSECT POWER	
Serial Number:	87564119	INTERSECT POWER	
Serial Number:	87790467	INTERSECT POWER	
Serial Number:	87564127	INTERSECT POWER	
Serial Number:	87790473	INTERSECT POWER	
Serial Number:	87790455	INTERSECT POWER	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	34824/41		
NAME OF SUBMITTER:	Juliana Gaines		

CH \$190.00 87564113

SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	06/22/2022
Total Attachments: 5 source=6 - IP Dev Loan - Grant of Security Interest in Trademark Rights [Executed 12.22]_(73167360_1)#page1.tif source=6 - IP Dev Loan - Grant of Security Interest in Trademark Rights [Executed 12.22]_(73167360_1)#page2.tif source=6 - IP Dev Loan - Grant of Security Interest in Trademark Rights [Executed 12.22]_(73167360_1)#page3.tif source=6 - IP Dev Loan - Grant of Security Interest in Trademark Rights [Executed 12.22]_(73167360_1)#page4.tif source=6 - IP Dev Loan - Grant of Security Interest in Trademark Rights [Executed 12.22]_(73167360_1)#page5.tif	

Grant of Security Interest in Trademark Rights

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 22, 2020, is made by INTERSECT POWER, LLC, a Delaware limited liability company (“Intersect” or the “Grantor”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Financing Agreement, dated as of December 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among Intersect (the “Borrower”), each of the Guarantors from time to time party thereto, each of the Lenders from time to time party thereto, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent and as collateral agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Financing Agreement, the Lenders have severally agreed to make Loans to the Borrower, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Financing Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Pledge and Security Agreement, dated as of December 22, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower under the Financing Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Financing Agreement and the Security Agreement.

1. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that,

applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Financing Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Financing Agreement, the terms of the Financing Agreement shall govern.

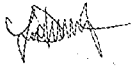
4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

5. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

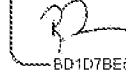
INTERSECT POWER, LLC,
as the Grantor

By:  _____
Name: Luke Dunnington
Title: Chief Operating Officer

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**

as Collateral Agent for the Secured Parties

DocuSigned by:



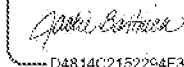
ED1D7BE5055F43F...

By: _____

Name: Robert Peschl er

Title: Vice Presi dent

DocuSigned by:



D4814C2152264F3...

By: _____

Name: Jacki e Bart ni ck

Title: Di rect or

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Intersect Power, LLC	87-564,113	5,473,824	<p>The color(s) yellow, green, blue and dark blue is/are claimed as a feature of the mark.</p> <p>The mark consists of the wording "INTERSECT POWER" in dark blue with the design of two intersecting hexagons to the left of the words. The hexagon on the left is yellow. The hexagon on the right is blue. The intersection of the two hexagons is green.</p> <p>No claim is made to the exclusive right to use the following apart from the mark as shown: "POWER"</p>
Intersect Power, LLC	87-564-115	5,644,565	Same as above.
Intersect Power, LLC	87-790-455	5,639,621	Same as above.
Intersect Power, LLC	87-564-119	5,650,409	Same as above.
Intersect Power, LLC	87-790-467	5,651,303	Same as above.
Intersect Power, LLC	87-564-127	5,776,227	Same as above.
Intersect Power, LLC	87-790,473	5,788,839	Same as above.