

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748504

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900702916

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ecacion, Inc.		06/23/2022	Corporation: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	CH ECAMION, LLC
<b>Street Address:</b>	430 PARK AVENUE
<b>Internal Address:</b>	19TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	BDC CAPITAL, INC.
<b>Street Address:</b>	50 O'Connor Street
<b>Internal Address:</b>	Suite 1100
<b>City:</b>	OTTAWA, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	K1P 6L2
<b>Entity Type:</b>	Corporation: CANADA
<b>Name:</b>	EXPORT DEVELOPMENT CANADA
<b>Street Address:</b>	150 Slater Street
<b>City:</b>	Ottawa, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	K1A 1K3
<b>Entity Type:</b>	Corporation: CANADA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
<b>Serial Number:</b>	97203740	ECAMION
<b>Serial Number:</b>	97219420	E C
<b>Serial Number:</b>	97203708	JULE
<b>Serial Number:</b>	97203722	ECAMION

Property Type	Number	Word Mark
Serial Number:	97407007	
Serial Number:	97406983	
Serial Number:	97407021	
Serial Number:	97406993	
Serial Number:	97406968	
Serial Number:	97406952	
Serial Number:	97454019	J
Serial Number:	97454021	JULE

**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:** 6784068702  
**Email:** trademarks@bakerdonelson.com  
**Correspondent Name:** Baker Donelson  
**Address Line 1:** 3414 Peachtree Road NE  
**Address Line 2:** Suite 1500  
**Address Line 4:** Atlanta, GEORGIA 30326

<b>NAME OF SUBMITTER:</b>	Lisa L Stoffregen
<b>SIGNATURE:</b>	/lisa l stoffregen/
<b>DATE SIGNED:</b>	08/15/2022

**Total Attachments: 14**

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## **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of June 23, 2022 (this “**Agreement**”), is made by ECAMION INC., a Canadian corporation (the “**Grantor**”) in favor of CH ECAMION, LLC, a Delaware limited liability company (“**Cleanhill**”), BDC CAPITAL INC., a Canadian Crown Corporation (“**BDC**”), and EXPORT DEVELOPMENT CANADA, a Canadian Crown Corporation (“**EDC**”, and together with Cleanhill and BDC, each, a “**Purchaser**”, and collectively, “**Purchasers**”). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

### **RECITALS**

**WHEREAS**, the Grantor, the guarantors party thereto, and Cleanhill, as a “purchaser” and “collateral agent”, entered into a certain Note and Warrant Purchase Agreement dated as of January 21, 2022 (the “**Existing Purchase Agreement**”);

**WHEREAS**, in connection with the Existing Purchase Agreement, the Grantor and Cleanhill, as “collateral agent”, entered into a U.S. Security and Pledge Agreement dated as of January 21, 2022 (the “**Existing Security Agreement**”), pursuant to which the Grantor executed in favor of Cleanhill, as “collateral agent”, a certain Intellectual Property Security Agreement dated as of January 21, 2022 (the “**Existing IP Security Agreement**”);

**WHEREAS**, the Grantor, the guarantors party thereto, Cleanhill, and the other Purchasers have entered or are (a) amending and restating the Existing Purchase Agreement pursuant to an Amended and Restated Note and Warrant Purchase Agreement dated as of the date hereof, among the Grantor, the Purchasers and the guarantors party thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “**Purchase Agreement**”), and (b) amending and restating the Existing Security Agreement pursuant to an Amended and Restated U.S. Security and Pledge Agreement dated as of the date hereof, among the Grantor, the Purchasers and the guarantors party thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”); and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**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 Purchase Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

1. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to each Purchaser, and grants to each Purchaser, a security interest in, all of its right, title and interest in, to and under its Intellectual Property, including, without limitation, the following (all of which shall collectively be called the “**Collateral**” for purposes of this Agreement):

(a) Any and all 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, including without limitation those set forth on Schedule 1 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 the 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 Schedule 2 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 the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 attached hereto (collectively, the “**Trademarks**”);

(f) 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;

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

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

(i) 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.

Notwithstanding the foregoing the term “Collateral” shall not include any Excluded Collateral of the type described in clauses (i) and (iii) of the definition thereof set forth in the Security Agreement.

2. This security interest is granted in conjunction with the security interest granted to each Purchaser under the Security Agreement. The rights and remedies of each Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Note Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to such Purchaser and the other Purchasers as a matter of law or equity. Each right, power and remedy of each Purchaser provided for herein or in the Security Agreement or any of the Notes 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 any Purchaser of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including such Purchaser or any other Purchaser, of any or all other rights, powers or remedies.

3. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page by facsimile, .pdf format or similar electronic transmission shall be deemed to be the same as the delivery of an executed original.

4. Sections 11.7 (Governing Law) and 11.8 (Jurisdiction, Jury Trial Waiver, Etc.) of the Purchase Agreement are incorporated herein by this reference, *mutatis mutandis*.

5. This Agreement amends and restates the Existing IP Security Agreement. This Agreement is not intended by the parties to be, and shall not be construed as, a novation or accord and satisfaction with respect to the Existing IP Security Agreement. The Existing IP Security Agreement, as amended and restated hereby, remains in full force and effect.

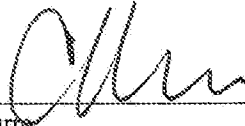
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

GRANTOR:

ECAMION INC.

By: \_\_\_\_\_  
Name: Carmine Pizzurro  
Title: President




[Amended and Restated Intellectual Property Security Agreement - U.S.]

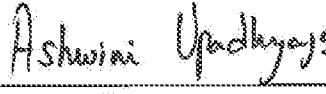
Accepted and agreed by Purchasers:

**CH ECAMION, LLC**

By: Cleanhill Partners UGP, LLC, its manager

By: 

Name: Rakesh Wilson  
Title: Managing Member

By: 

Name: Ashwini Upadhyaya  
Title: Managing Member

**BDC CAPITAL INC.**

By: \_\_\_\_\_

Name: Jahangir Bhatti  
Title: Director, Cleantech Practice

By: \_\_\_\_\_

Name: Susan Rohac  
Title: Vice President, Cleantech Practice

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_

Name: Hozefa Abbas  
Title: Investment Manager

By: \_\_\_\_\_

Name: Michael Machabee  
Title: Managing Partner

Accepted and agreed by Purchasers:

**CH ECAMION, LLC**

By: Cleanhill Partners UGP, LLC, its manager

By: \_\_\_\_\_

Name: Rakesh Wilson

Title: Managing Member

By: \_\_\_\_\_

Name: Ashwini Upadhyaya

Title: Managing Member

**BDC CAPITAL INC.**

By:  \_\_\_\_\_

Name: Jahangir Bhatti

Title: Director, Cleantech Practice

By: \_\_\_\_\_

Name: Susan Rohac

Title: Vice President, Cleantech Practice

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_

Name: Hozefa Abbas

Title: Investment Manager

By: \_\_\_\_\_

Name: Michael Machabee

Title: Managing Partner



Accepted and agreed by Purchasers:

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By: Cleanhill Partners UGP, LLC, its manager

By: \_\_\_\_\_

Name: Rakesh Wilson

Title: Managing Member

By: \_\_\_\_\_

Name: Ashwini Upadhyaya

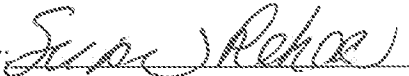
Title: Managing Member

**BDC CAPITAL INC.**

By: \_\_\_\_\_

Name: Jahangir Bhatti

Title: Director, Cleantech Practice

By:  \_\_\_\_\_

Name: Susan Rohac

Title: Vice President, Cleantech Practice

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_

Name: Hozefa Abbas

Title: Investment Manager

By: \_\_\_\_\_

Name: Michael Machabee

Title: Managing Partner

[Amended and Restated Intellectual Property Security Agreement - U.S.]

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By: Cleanhill Partners UGP, LLC, its manager

By: \_\_\_\_\_  
Name: Rakesh Wilson  
Title: Managing Member

By: \_\_\_\_\_  
Name: Ashwini Upadhyaya  
Title: Managing Member

**BDC CAPITAL INC.**

By: \_\_\_\_\_  
Name: Jahangir Bhatti  
Title: Director, Cleantech Practice

By: \_\_\_\_\_  
Name: Susan Robac  
Title: Vice President, Cleantech Practice

**EXPORT DEVELOPMENT CANADA**

By:  \_\_\_\_\_  
Name: Hozefa Abbas  
Title: Investment Manager

By: \_\_\_\_\_  
Name: Michael Machabee  
Title: Managing Partner

[Amended and Restated Intellectual Property Security Agreement - U.S.]

Accepted and agreed by Purchasers:

**CH ECAMION, LLC**

By: Cleanhill Partners UGP, LLC, its manager

By: \_\_\_\_\_  
Name: Rakesh Wilson  
Title: Managing Member

By: \_\_\_\_\_  
Name: Ashwini Upadhyaya  
Title: Managing Member

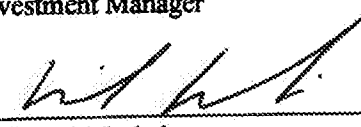
**BDC CAPITAL INC.**

By: \_\_\_\_\_  
Name: Jahangir Bhatti  
Title: Director, Cleantech Practice

By: \_\_\_\_\_  
Name: Susan Rohac  
Title: Vice President, Cleantech Practice

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_  
Name: Hozefa Abbas  
Title: Investment Manager

By:  \_\_\_\_\_  
Name: Michael Machabee  
Title: Managing Partner

**SCHEDULE 1**

Copyrights

None.


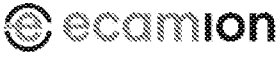
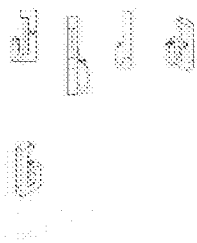
**SCHEDULE 2**










Patents

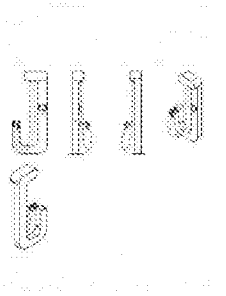
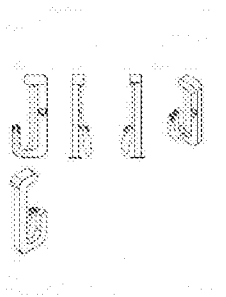


<b>Owner</b>	<b>Patent Registration ID</b>	<b>Jurisdiction</b>	<b>Patent Name</b>	<b>Status</b>
Ecamion Inc.	9,812,689	United States of America	Community Energy Storage System With Battery Bank Deactivation	Issued
Ecamion Inc.	9,979,202	United States of America	A Control, Protection And Power Management For An Energy Storage System	Issued
Ecamion Inc.	16/972,226	United States of America	Electric Vehicle Charging Station And Method Of Controlling The Same	Pending (Recordal To Perfect Title In Name of Ecamion Inc. In Progress)
Ecamion Inc.	17/465,295	United States of America	Battery-Enabled, Direct Current, Electric Vehicle Charging Station, Method And Controller Therefor	Pending (Recordal To Perfect Title In Name of Ecamion Inc. In Progress; Filed September 2, 2021)
Ecamion Inc.	17/465,289	United States of America	Electric Vehicle Charging Depot And Protection Control Module Therefor	Pending (Recordal To Perfect Title In Name of Ecamion Inc. In Progress; Filed September 2, 2021)
Ecamion Inc.	17/551,301	United States of America	Energy Aggregation System	Pending (Recordal To Perfect Title In Name of Ecamion Inc. In Progress; Filed December 15, 2021)

**SCHEDULE 3**

Trademarks

<b>Owner</b>	<b>Application ID</b>	<b>Jurisdiction</b>	<b>Trademark Description</b>	<b>Status</b>
Ecation Inc.	97203740	U.S.A.	ECATION (word mark)	Pending
Ecation Inc.	97219420	U.S.A.	eCATION e in C logo (design mark) 	Pending
Ecation Inc.	97203708	U.S.A.	JULE (word mark)	Pending
Ecation Inc.	97203722	U.S.A.	eCATION & Design (design mark) 	Pending
Ecation Inc.	97407007	U.S.A.	<b>JULE J CHARGING STATION DESIGN (ECO)</b> Blue colour claim 	Pending

<p>Ecation Inc.</p>	<p>97406983</p>	<p>U.S.A.</p>	<p><b>JULE J CHARGING STATION DESIGN (ECO)</b> no colour claim</p>   	<p>Pending</p>
<p>Ecation Inc.</p>	<p>97407021</p>	<p>U.S.A.</p>	<p><b>JULE J CHARGING STATION DESIGN (ECO)</b> Yellow colour claim</p>   	<p>Pending</p>
<p>Ecation Inc.</p>	<p>97406993</p>	<p>U.S.A.</p>	<p><b>JULE J CHARGING STATION DESIGN (ECO)</b> White colour claim</p>   	<p>Pending</p>

Ecamion Inc.	97406968	U.S.A.	<b>JULE J CHARGING STATION DESIGN (PREMIUM)</b> Yellow colour claim 	Pending
Ecamion Inc.	97406952	U.S.A.	<b>JULE J CHARGING STATION DESIGN (PREMIUM)</b> no colour claim 	Pending
Ecamion Inc.	97454019	U.S.A.	<b>J &amp; Design (design mark)</b> 	Pending
Ecamion Inc.	97454021	U.S.A.	<b>JULE &amp; Design (design mark)</b> 	Pending