

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VOLTAGRID LLC		07/14/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, as Administrative Agent		
<b>Street Address:</b>	700 Louisiana Street		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Foreign Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6673502	VOLTAGRID	
<b>Registration Number:</b>	6673503	VOLTAGRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552592		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Courtney Welshimer		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	007870/0102		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	07/14/2022		
<b>Total Attachments: 5</b>			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 14, 2022 is made by VOLTAGRID LLC, a Texas limited liability company, located at 917 Mulberry Lane, Bellaire, Texas 77401 (the “Grantor”), in favor of BANK OF MONTREAL, as Administrative Agent (the “Administrative Agent”) for the lenders (the “Lenders”) party to the Credit Agreement, dated as of July 14, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among VOLTAGRID LLC (the “Borrower”), the Guarantors party thereto from time to time, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of July 14, 2022, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under its Intellectual Property, including the Trademarks listed on Schedule A hereto; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 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 Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns, and grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, but excluding any Excluded Assets, the “Collateral”), to secure the prompt and complete payment and performance of the Secured Obligations.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit 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.

SECTION 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. 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record

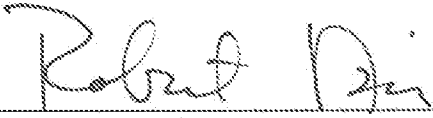
SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(Remainder of the page intentionally left blank)

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.

GRANTOR:

**VOLTAGRID LLC,**  
a Texas limited liability company

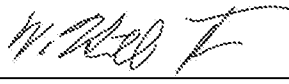
By: \_\_\_\_\_

Name: Robert Norris

Title: Chief Financial Officer

Date: July 14, 2022

**BANK OF MONTREAL**, as Administrative Agent

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

Name: Hill Taylor

Title: Director

Date: July 13, 2022

**Schedule A**

United States Trademark Registrations

<b>Title</b>	<b>Serial Number</b>	<b>Application Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
VoltaGrid	90-286,312	10/29/2020	6,673,502	3/15/2022	VoltaGrid LLC
VoltaGrid plus design	90-286,317	10/29/2020	6,673,503	3/15/2022	VoltaGrid LLC

United States Trademark Applications

None.