

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J-W Power Company		08/18/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Ave, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Texas state bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5991613	POWERFILL	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		
DATE SIGNED:	08/18/2022		
Total Attachments: 5			
source=TCB - J-W Power - Intellectual Property Security Agreement [Executed]#page1.tif			
source=TCB - J-W Power - Intellectual Property Security Agreement [Executed]#page2.tif			
source=TCB - J-W Power - Intellectual Property Security Agreement [Executed]#page3.tif			
source=TCB - J-W Power - Intellectual Property Security Agreement [Executed]#page4.tif			
source=TCB - J-W Power - Intellectual Property Security Agreement [Executed]#page5.tif			

OP \$40.00 5991613

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of August 18, 2022 is entered into by J-W POWER COMPANY, a Texas corporation (“**Grantor**”), and TEXAS CAPITAL BANK, a Texas state bank, in its capacity as administrative agent (the “**Administrative Agent**”) for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among Grantor, the other “Grantors” party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor is required to deliver this Agreement to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Grantor’s Patents, Trademarks, all registrations and recordings thereof and applications (other than “intent to use” applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Patents and Trademarks listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. 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 control.

2. **Termination of Security Interest.**

Subject to the Credit Agreement and following Payment in Full, the Administrative Agent shall, at Grantor’s sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents and Trademarks currently owned by Grantor or any Patents and Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents and Trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

J-W POWER COMPANY, a Texas corporation

By: 

Name: Kavin Tubbs

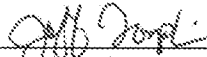
Title: Vice President of Finance and Treasurer

[SIGNATURE PAGE TO J-W POWER INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007825 FRAME: 0683

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK

By: 
Name: Jeff Tompkins
Title: Senior Vice President

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents:

Name of Grantor	Title	Issue Date	Patent Number
J-W Power Company	“CNG Fueling System”	9/19/2017	9,765,930
J-W Power Company	“CNG Fueling System”	7/10/2018	10,018,304
J-W Power Company	“Flow Control System”	2/4/2020	10,551,001
J-W Power Company	“CNG Fueling System”	12/1/2020	10,851,944
J-W Power Company	“System and Method for Priority CNG Filling”	8/11/2022	11,255,485

Patent Applications:

Name of Grantor	Title	Filed Date	Application Number
J-W Power Company	“CNG Fueling System”	3/25/2021	17/109130
J-W Power Company	“CNG Fueling System”	1/31/2013	13/756,092
J-W Power Company	“CNG Fueling System”	1/31/2013	PCT International Patent Application No. PCT/US2013/024156
J-W Power Company	“Enhanced Storage System”	8/13/2016	15/236397

Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
J-W Power Company	Powerfill	2/18/2020	5991613

Trademark Applications:

Name of Grantor	Trademark	Registration Date	Registration Number
None.			