

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTRESS POWER LLC		08/24/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC BANK, NA		
Street Address:	249 Fifth Ave		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90139483	FORTRESS POWER SECURE YOUR ENERGY	
Serial Number:	90808410	EVAULT MAX	
Serial Number:	90139443	EVAULT	
Serial Number:	90139413	EFLEX	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175732700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Parker.Young@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	/Andrew J. Jaworski/		
DATE SIGNED:	08/25/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of August 24, 2022, is made by FORTRESS POWER LLC, a Pennsylvania limited liability company (the “Grantor”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and permitted assigns in such capacity, “Agent”).

WHEREAS, the Grantor has entered into a Revolving Credit and Security Agreement, dated as of August 24, 2022 (as amended, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”), with Agent and the financial institutions which are now or which hereafter become a party to the Credit Agreement as a lender (each a “Lender” and collectively, the “Lenders”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, the Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present, and future infringements thereof, and (vi) all products and proceeds of the foregoing.

(b) “Copyright License” means any and all rights to use any Copyright or Copyright registration now owned or hereafter acquired by the Grantor under any written or oral agreement granting any such right, in each case to the extent assignable by the Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, of any class or type, including utility patents, utility models, design patents, invention certificates, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto and (iv) all products and proceeds of the foregoing.

(d) “Patent License” shall mean any written agreement now owned or hereafter acquired by the Grantor granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by the Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, graphics, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof, (iii) the goodwill associated with or symbolized by any of the foregoing, and (iv) all products and proceeds of the foregoing.

(f) “Trademark License” shall mean any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by the Grantor.

SECTION 2. Grant of Security. The Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Property.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** The Grantor authorizes Agent or its designee to record this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement.

SECTION 7. **GOVERNING LAW.** THIS IP SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer or agent thereunto duly authorized as of the date first above written.

GRANTOR:

FORTRESS POWER LLC


By: 

Name: Jing Yu

Title: Authorized Agent

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Bret C. West
Title: Senior Vice President

SCHEDULE A

PATENTS

Loan Party	Application No.	Filing Date	Patent Number	Issue Date	Title	Status
Fortress Power LLC	29/749,146	N/A	N/A	N/A	Lithium Iron Phosphate Battery Device	Pending Application
Fortress Power LLC	63/277686	N/A	N/A	N/A	Inverter and Smart Load Control	Pending Application

PATENT LICENSES

None.

SCHEDULE B
TRADEMARKS

Loan Party	Mark	Country	Status	Filing Date	Serial No.	Application/Registration #	Application/Registration Date
Fortress Power, LLC	FORTRESS POWER SECURE YOUR ENERGY	USA	1A	August 26, 2020	90139483	6327060	April 20, 2021
Fortress Power, LLC	EVAULT MAX	USA	1A	July 2, 2021	90808410	6788588	July 12, 2022
Fortress Power, LLC	EVAULT	USA	1A	August 26, 2020	90139443	6542601	November 2, 2021
Fortress Power, LLC	EFLEX	USA	1A	August 26, 2020	90139413	6327048	April 20, 2021

TRADEMARK LICENSES

None.

SCHEDULE C

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.