

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770386

<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>
Solgen Power, LLC		11/28/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA, as Agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5769896	OWN YOUR POWER SOURCE	
<b>Registration Number:</b>	5781789	SOLGEN POWER	
<b>Registration Number:</b>	5786148	SOLGEN POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>	(312) 499-6700		
<b>Email:</b>	tapatterson@duanemorris.com		
<b>Correspondent Name:</b>	Brian P. Kerwin		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin		
<b>SIGNATURE:</b>	/Brian P. Kerwin/		
<b>DATE SIGNED:</b>	11/28/2022		
<b>Total Attachments: 8</b>			
source=Confirmatory Grant of Security Interest in IP (Solgen)#page1.tif			
source=Confirmatory Grant of Security Interest in IP (Solgen)#page2.tif			

OP \$90.00 5769896

source=Confirmatory Grant of Security Interest in IP (Solgen)#page3.tif  
source=Confirmatory Grant of Security Interest in IP (Solgen)#page4.tif  
source=Confirmatory Grant of Security Interest in IP (Solgen)#page5.tif  
source=Confirmatory Grant of Security Interest in IP (Solgen)#page6.tif  
source=Confirmatory Grant of Security Interest in IP (Solgen)#page7.tif  
source=Confirmatory Grant of Security Interest in IP (Solgen)#page8.tif

**CONFIRMATORY GRANT**  
**OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Confirmatory Grant") dated as of November 28, 2022, is made by **SOLGEN POWER, LLC**, a Delaware limited liability company ("Solgen Power DE" or "Grantor"), in favor of **CIBC BANK USA**, an Illinois banking corporation in its capacity as administrative agent for the Lenders identified below (together with its successors and permitted assigns, the "Agent").

**RECITALS**

**WHEREAS**, Grantor, the other Loan Parties party thereto, the lenders party thereto ("Lenders"), and the Agent are parties to that certain Credit Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), which provides for Agent on behalf of Lenders to make certain loans to Borrowers, and Grantor, the other parties signatory thereto, and Agent are parties to that certain Guaranty and Collateral Agreement dated of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), which provides for the grant by Grantor to Agent for the benefit of Lenders and itself of a security interest in such Grantor's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Agent for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Obligations, Grantor hereby confirms its grant of (and do hereby grant) to Agent a continuing security interest in and to any and all of Grantor's right, title and

interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located:

(i) Patents, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and

(ii) Trademarks, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantor's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

(iii) Copyrights, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

3. Effect on Credit Agreement. Grantor acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Security Agreement or the Credit Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant, the Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Security Agreement and this Confirmatory Grant, the terms of the Security Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full, this Confirmatory Grant shall terminate and Agent shall execute and deliver to Grantor any document reasonably requested by Grantor, at Grantor's sole cost and expense, as is necessary to evidence termination of the security interest granted by Grantor to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Grantor and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantor after the date hereof or delete or remove Intellectual Property of Grantor after the date hereof that is released in accordance with Section 8.17(b) of the Security Agreement (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns; provided, however, Grantor shall not assign this Confirmatory Grant or any of Grantor's obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Grantor acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor, and Grantor hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned Grantor has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

**GRANTOR:**

**SOLGEN POWER, LLC**, a Delaware limited liability company

By: Solgen Enterprises LLC

Its: Sole Member

By: 

Name: Christopher Lee

Title: Manager

Confirmatory Grant of Security Interest in Intellectual Property

**TRADEMARK**  
**REEL: 007917 FRAME: 0086**

Agreed and Accepted:

**CIBC BANK USA**, as Agent

By: Kevin Harrington

Name: Kevin Harrington

Title: Managing Director

Confirmatory Grant of Security Interest in Intellectual Property

**TRADEMARK**  
**REEL: 007917 FRAME: 0087**

EXHIBIT A

PATENTS

**Patents and Patent Licenses**

N/A



EXHIBIT B

TRADEMARKS

Trade names:

N/A

Trademark Registrations/Applications:

<b>Grantor</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Country</b>	<b>Status</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Mark</b>
Solgen Power, LLC (Delaware Limited Liability Company)	88/256,728	5,769,896	USA	Registered	Jan. 10, 2019	June 4, 2019	OWN YOUR POWER SOURCE
Solgen Power, LLC (Delaware Limited Liability Company)	88/256,750	5,781,789	USA	Registered	Jan. 10, 2019	June 18, 2019	SOLGEN POWER
Solgen Power, LLC (Delaware Limited Liability Company)	88/170,860	5,786,148	USA	Registered	Oct. 26, 2018	June 25, 2019	SOLGEN POWER

EXHIBIT C  
COPYRIGHTS

N/A