

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electrify US LLC		04/19/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	MEP Capital Holdings III, L.P.		
Street Address:	20 W 22nd Street		
Internal Address:	Ste 807		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5048251	VERITASIUM AN ELEMENT OF TRUTH 42.0	
Registration Number:	4993176	SNATOMS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	andrew.kotliar@mepcap.com		
Correspondent Name:	MEP Capital Holdings III, L.P.		
Address Line 1:	20 W 22nd Street		
Address Line 2:	Ste 807		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Emily Santana		
SIGNATURE:	/s/ Emily Santana		
DATE SIGNED:	04/21/2023		
Total Attachments: 5			
source=Electrify - Trademark Security Agreement (Executed Version)#page1.tif			
source=Electrify - Trademark Security Agreement (Executed Version)#page2.tif			
source=Electrify - Trademark Security Agreement (Executed Version)#page3.tif			
source=Electrify - Trademark Security Agreement (Executed Version)#page4.tif			

OP \$65.00 5048251

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 19, 2023, by and among Electrify US LLC, a Delaware limited liability company ("Grantor") and MEP Capital Holdings III, L.P., a Delaware limited partnership ("Grantee") in accordance with that certain Senior Secured Loan Agreement, dated as of February 10, 2023, by and among the Grantor, Grantee and other parties thereto identified therein (the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the to the terms of the Loan Agreement and the U.S. Security Agreement (as such term is defined in the Loan Agreement), Grantor is required to execute and deliver this Agreement;

WHEREAS, in connection with the Loan Agreement and the U.S. Security Agreement, the Grantor will assign this Agreement and the benefits hereof to Grantee, as the secured lender; and

WHEREAS, Grantee, or any affiliates, successors, or assigns thereof, shall be referred to herein as the "Secured Party."

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure Grantor's obligations to the Secured Party under the Loan Agreement (the "Secured Obligations"), a continuing security interest (the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and all trademark licenses to which it is a party including but not limited to those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license to which it is a party; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark (including but not limited to any trademarks licensed under any trademark license to which Grantor is a party), including but not limited to the right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license to which Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the U.S. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, or rights under license with respect to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks, trademark licenses, or renewals or extensions of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[SIGNATURE PAGES FOLLOW]

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:

ELECTRIFY US LLC

By 
Name: Owen Maher
Title: President

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.

SECURED PARTY:

MEP CAPITAL HOLDINGS III, LP

By: MEP CAPITAL III GP, LLC

DocuSigned by:
By Andrew Kotliar
Name: Andrew Kotliar
Title: General Partner

Address for notices:



MEP Capital Holdings III, L.P.
20 West 22nd Street, Suite#807
New York, NY 10010
Attention: Andrew Kotliar
Email: andrew.kotliar@mepcap.com

With a copy (which shall not constitute notice) to:

Reitler Kailas & Rosenblatt LLP
885 Third Avenue, 20th Floor
New York, NY 10022
Attention: Jonathan Silverblatt
Phone: (212) 209-3050
Email: jsilverblatt@reitlerlaw.com

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration No.</u>
	Electrify US LLC	5048251
	Electrify US LLC	4993176

Schedule 1
to Trademark Security Agreement