

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGE AUTONOMY SLO, LLC		04/21/2023	Limited Liability Company: CALIFORNIA
ADAPTIVE ENERGY, LLC		04/21/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	8333 Douglas Avenue		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97674486	STALKER	
Registration Number:	5924547	AE ADAPTIVE ENERGY LLC	
Registration Number:	5893469	ADAPTIVE ENERGY	
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>			
Phone:	2136201780		
Email:	rbugarin@sheppardmullin.com		
Correspondent Name:	Rosa Bugarin - Sheppard Mullin Richtert		
Address Line 1:	333 S Hope Street		
Address Line 2:	43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1422		
NAME OF SUBMITTER:	Rosa Bugarin		
SIGNATURE:	/Rosa Bugarin/		
DATE SIGNED:	04/21/2023		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Capital Southwest Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of April 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance in full of the Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties constituting Collateral that are now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing and acceptance of a “**Statement of Use**” or “**Amendment to Allege Use**” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United

States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, and rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, Accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Payment in Full and performance of the Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart

of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

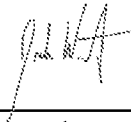
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDGE AUTONOMY SLO, LLC
ADAPTIVE ENERGY, LLC

By:  _____
Name: Scott Kirk
Title: Chief Financial Officer and Secretary

**CAPITAL SOUTHWEST
CORPORATION,**
as the Collateral Agent


By:  _____
Name: Joshua Weinstein
Title: Senior Managing Director

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. Number	App. Date	Reg. Number	Reg. Date	Owner
STALKER	97674486	11-NOV-2022	—	—	EDGE AUTONOMY SLO, LLC
AE ADAPTIVE ENERGY LLC and design 	88263017	15-JAN-2019	5924547	03-DEC-2019	ADAPTIVE ENERGY, LLC
ADAPTIVE ENERGY	88263019	15-JAN-2019	5893469	22-OCT-2019	ADAPTIVE ENERGY, LLC