

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moxion Power Co.		06/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY, AS AGENT		
Street Address:	387 Park Avenue South		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90354805	MOXION	
Serial Number:	90352264	MOXION POWER	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	06/08/2023		
Total Attachments: 9			
source=Amended_and_Restated_Intellectual_Property_Security_Agreement_-_Moxion_Power_(et_al.)_(6.2023)#page1			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of June 2, 2023 by and among (a) **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“SVB”), in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”), (b) **MOXION POWER CO.**, a Delaware corporation (“Parent”), (c) **MES SUN VALLEY, LLC**, a Delaware limited liability company (“Sun Valley”), and (d) **MES RICHMOND, LLC**, a Delaware limited liability company (“Richmond”, and together with Parent and Sun Valley, individually and collectively, jointly and severally, “Grantor”). This Agreement amends, restates, and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of December 29, 2022 by and between Parent and Agent.

RECITALS

A. SVB and each of the other “Lenders” from time to time a party to the Loan Agreement (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders, Agent and Grantor dated as of December 29, 2022 (as the same may be amended, modified, supplemented or restated from time to time, including without limitation by that certain Default Waiver, First Amendment, and Joinder to Loan and Security Agreement dated as of the date hereof, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent, as mutually agreed upon, to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Termination. This Agreement shall terminate when all Obligations (other than inchoate indemnity obligations or Bank Services that have been cash collateralized in accordance with the terms of the Loan Agreement) have been satisfied in full in cash and Lenders have no further obligations to make

any credit extensions to Borrower under the Loan Agreement. Upon termination of this Agreement Agent's security interest granted hereunder will automatically terminate and Agent will, at the sole cost and expense of Grantor, provide the Grantor with all required approvals or executed documents addressed to the proper governmental and other authorities as shall be required to evidence the release of the security interest in favor of the Agent granted under this Agreement.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

Moxion Power Co.
1414 Harbour Way, S Suite 1201
Richmond, CA 94804
Attn: Paul Huelskamp

c/o Moxion Power Co.
1414 Harbour Way, S Suite 1201
Richmond, CA 94804
Attn: Paul Huelskamp

c/o Moxion Power Co.
1414 Harbour Way, S Suite 1201
Richmond, CA 94804
Attn: Paul Huelskamp

Address:

Silicon Valley Bank, a division of
First-Citizens Bank & Trust Company, as Agent
387 Park Avenue South, 2nd Floor
New York, NY 10016
Attn: Tom Graziani

GRANTOR:

Moxion Power Co.

By: Paul Huelskamp
Name: Paul Huelskamp
Title: Chief Executive Officer

MES Sun Valley, LLC

By: Paul Huelskamp
Name: Paul Huelskamp
Title: President

MES Richmond, LLC

By: Paul Huelskamp
Name: Paul Huelskamp
Title: President

AGENT:

First-Citizens Bank & Trust Company
(successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By: Tom Graziani
Name: Tom Graziani
Title: Vice President

[Signature page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Moxion Power Co.	United States of America	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	11283273	Mar 22, 2022
Moxion Power Co	United States of America	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	17/697,192	Mar 17, 2022
Moxion Power Co	PCT	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	PCT/US2021/035255	Jun 1, 2021
Moxion Power Co	Australia	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	2021284271	Jun 1, 2021
Moxion Power Co	Brazil	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	BR112022024502.5	Jun 1, 2021
Moxion Power Co	Canada	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Pending	Jun 1, 2021
Moxion Power Co	China	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Unfiled	Jun 1, 2021
Moxion Power Co	European Patent Office	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Unfiled	Jun 1, 2021
Moxion Power Co	India	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Unfiled	Jun 1, 2021
Moxion Power Co	Japan	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Pending	Jun 1, 2021
Moxion Power Co	Republic of Korea	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	Unfiled	Jun 1, 2021
Moxion Power Co	United States of America	CHARGING INFRASTRUCTURE WITH DEPLOYMENT AND SCHEDULING OPTIMIZATION FOR ALL-ELECTRIC EQUIPMENT RENTALS	63/319,520	Mar 14, 2022
Moxion Power Co	United States of America	ALL-ELECTRIC MOBILE POWER UNIT WITH VARIABLE OUTPUTS	63/033,120	Jun 1, 2020

Moxion Power Co	United States of America		63/162,755	Mar 18, 2021
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EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Moxion Power Co	United States of America	MOXION	97739454	Jan. 3, 2023
Moxion Power Co	United States of America	MOXION	97739435	Jan. 3, 2023
Moxion Power Co	United States of America	MOXION	90354805	Dec 2, 2020
Moxion Power Co	United States of America	MOXION POWER	90352264	Dec 1, 2020
Moxion Power Co	International Bureau (WIPO)	MOXION POWER	A0117765	Dec 27, 2021
Moxion Power Co	International Bureau (WIPO)	MOXION	A0109424	May 28, 2021

EXHIBIT D

Mask Works

None.