

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVENTUS POWER, INC.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC, as administrative agent		
Street Address:	333 S. Grand Avenue, 28th Floor		
Internal Address:	c/o Oaktree Capital Management, L.P.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4657241	U1LIFE	
Registration Number:	4657243	U1LIFE	
Registration Number:	5051230	INVENTUS POWER	
Registration Number:	5051229	INVENTUS POWER	
Registration Number:	5311763	THE POWER IN HEALTHCARE	
Registration Number:	3348556	ELPAC POWER SYSTEMS	
Registration Number:	6503731	U1LIFEPRO	
Registration Number:	6503730	PROTRXION	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$215.00 4657241

ATTORNEY DOCKET NUMBER:	33560.00210
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/30/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2023, is by INVENTUS POWER, INC., a Delaware corporation (“Grantor”), in favor of OAKTREE FUND ADMINISTRATION, LLC, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of June 30, 2023 (as the same may be amended, restated, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, the Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of June 30, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, Grantee and the other Persons party thereto as “Grantors”, the Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all of its Collateral, including all right, title and interest of such Grantor in to the Trademark Collateral (as hereinafter defined) now or hereafter owned by such Grantor, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Grantee, for the benefit of Grantee and the other Secured Parties, to secure the payment of the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)) referred to in Schedule 1 annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned

by such Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of any Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows]

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

GRANTORS:

INVENTUS POWER, INC.


By: 
Name: Jim Jackson
Title: Chief Financial Officer and Vice President

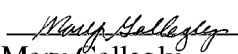
[Signature Page to Trademark Security Agreement]

Acknowledged:

OAKTREE FUND ADMINISTRATION, LLC,
as Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By:  _____
Name: Matthew Stewart
Title: Managing Director

By:  _____
Name: Mary Gallegly
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008119 FRAME: 0325

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Grantor	Registration Number	Mark	Registration Date
Inventus Power, Inc.	4657241	U1LIFE	December 16, 2014
Inventus Power, Inc.	4657243	U1LIFE	January 21, 2014
Inventus Power, Inc.	5051230	INVENTUS POWER	September 27, 2016
Inventus Power, Inc.	5051229	INVENTUS POWER	September 27, 2016
Inventus Power, Inc.	5311763	THE POWER IN HEALTHCARE	October 17, 2017
Inventus Power, Inc.	3348556	ELPAC POWER SYSTEMS	December 4, 2007
Inventus Power, Inc.	6503731	U1LIFEPRO	September 28, 2021
Inventus Power, Inc.	6503730	PROTRXION	September 28, 2021

U.S. TRADEMARK APPLICATIONS

None.