

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PORTABLE SOLAR, LLC		06/29/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	5800 Granite Parkway, Suite 150		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	state bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5090107	SOL-ARK	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	26827.405		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	06/30/2023		
Total Attachments: 4			
source=Sol-Ark - Intellectual Property Security Agreement#page1.tif			
source=Sol-Ark - Intellectual Property Security Agreement#page2.tif			
source=Sol-Ark - Intellectual Property Security Agreement#page3.tif			
source=Sol-Ark - Intellectual Property Security Agreement#page4.tif			

CH \$40.00 5090107

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of June 29, 2023, is made by PORTABLE SOLAR, LLC, a Texas limited liability company doing-business-as Sol-Ark (“*Grantor*”), in favor of TEXAS CAPITAL BANK, a Texas state bank (“*Lender*”).

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and between Grantor and Lender, Lender has agreed to extend certain loans to or for the direct or indirect benefit of Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

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. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Loan Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the obligations under the Loan Agreement and the other Obligations, a continuing security interest (referred to in this Agreement as 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 “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Patents and Patent Licenses, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s Trademarks and Trademark Licenses, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s Copyrights and Copyright Licenses, including those referred to in Part C to Schedule I hereto;
- (d) all of Grantor’s Trade Secrets and Trade Secret Licenses, including those referred to in Part D to Schedule I hereto;
- (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation,

condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, (D) past, present or future infringement or dilution or other violation of any Trade Secret or breach or other violation of any Trade Secret License or (E) injury to all other goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantor, or any grantor under the Loan Agreement, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the Loan Agreement shall control.


5. 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 telefacsimile 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 telefacsimile 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.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

PORTABLE SOLAR, LLC, a Texas limited liability company

By: 
Name: Tom Brennan
Title: Chief Executive Officer & Chief
Technical Officer

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Part A:

Patents: None

Patent Applications:

OWNER	PATENT DESCRIPTION	PATENT APPLICATION NUMBER	DATE FILED
Portable Solar, LLC	Self Learning Load Management	Provisional 63/483,526	Feb. 6, 2023
Portable Solar, LLC	Home Energy Source Router	Provisional 63/487,754	March 1, 2023
Portable Solar, LLC	Method and System for Battery Management	18209279	June 13, 2023

Part B:

Trademarks:

OWNER	MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Portable Solar, LLC	Sol-Ark	86960549	March 31, 2016	5090107	November 29, 2016

Trademark Applications: None

Part C:

Copyrights: None

Copyright Applications: None

Part D:

Trade Secrets: None

Trade Secrets Licenses: None