

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinitum Electric Inc.		07/17/2023	Corporation:
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88819547		
Serial Number:	88819514	INFINITUM ELECTRIC	
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:	7867443590		
Email:	schang@vplawgroup.com		
Correspondent Name:	Sophia Chang		
Address Line 1:	9755 NW 52ND ST, APT 213		
Address Line 4:	DORAL, FLORIDA 33178		
NAME OF SUBMITTER:	Sophia Chang		
SIGNATURE:	/SophiaChang/		
DATE SIGNED:	07/21/2023		
Total Attachments: 10			
source=SVB_Infinitum_A&R Intellectual Property Security Agreement (Infinitum Electric Inc.) as filed 07-21-23.df#page1.tif			
source=SVB_Infinitum_A&R Intellectual Property Security Agreement (Infinitum Electric Inc.) as filed 07-21-23.df#page2.tif			
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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 July 17, 2023, by and between 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)) and INFINITUM ELECTRIC INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor and Infinitum Electric Mexico-US LLC dated as of July 14, 2023 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 Bank 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 Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally 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.

3. 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 Bank 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.

4. 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.

5. 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.

6. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

INFINITUM ELECTRIC INC.

DocuSigned by:
Ben Schuler
19CA5412ED4D405...

Name: Ben Schuler

Title: Chief Executive Officer

BANK:

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))

DocuSigned by:
Cameron Larrabee
5CBF45243B134D1...

Name: Cameron Larrabee

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bearing Currents.	TXu002244181	12/04/2020
High Efficiency and 2 Other Unpublished Works.	TXu002194454	03/06/2020
Infinitum Electric Website.	TX0008864920	03/26/2020

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY DEVICE	20190238018	08/01/2019
	16365120	03/26/2019
SYSTEM AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	20190214871	07/11/2019
	16176564	10/31/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20190109504	04/11/2019
	16212884	12/07/2018
SYSTEM, METHOD AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	20190074746	03/07/2019
	16178250	11/01/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20190068017	02/28/2019
	16171256	10/25/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20180323689	11/08/2018
	16031879	07/10/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	10186922	01/22/2019
	20180212489	07/26/2018
	15935883	03/26/2018
SYSTEM, METHOD AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	10141804	11/27/2018
	20180198355	07/12/2018
	15864709	01/08/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE COIL CONFIGURATION	20180198342	07/12/2018
	15866157	01/09/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE MAGNET CONFIGURATION	20180198341	07/12/2018
	15866128	01/09/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE CIRCUITS	20180198340	07/12/2018
	15866093	01/09/2018

SYSTEM AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	10135310 20180198339 15864663	11/20/2018 07/12/2018 01/08/2018
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY DEVICE	10340760 20180198338 15864604	07/02/2019 07/12/2018 01/08/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	10141803 20180198327 15864544	11/27/2018 07/12/2018 01/08/2018
Apparatus and methods for electricity generation from exhaust of condenser of HVAC system	9260975 20140356167 13905693	02/16/2016 12/04/2014 05/30/2013
AXIAL FIELD ROTARY ENERGY DEVICE WITH PCB STATOR PANEL HAVING THERMALLY CONDUCTIVE LAYER	17/740690	05/10/2022
SYSTEM AND APPARATUS FOR AXIAL FIELD ROATERY ENERGY DEVICE	17/542942	12/06/2021
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY DEVICE	17/528781	11/17/2021
AXIAL FIELD ROTARY ENERGY DEVICE HAVING PCB STATOR AND VARIABLE FREQUENCY DRIVE	16/999837	08/21/2020
AXIAL FIELD ROTARY ENERGY DEVICE WITH PCB STATOR PANEL HAVING THERMALLY CONDUCTIVE LAYER	11,336,139 16/934729	05/17/2022 07/21/2020
AXIAL FIELD ROTARY ENERGY DEVICE HAVING PCB STATOR WITH NON-LINEAR TRACES	16/934416	07/21/2020
AXIAL FIELD ROTARY ENERGY DEVICE WITH PCB STATOR HAVING INTERLEAVED PCBS	11,283,319 16/933522	03/22/2022 07/20/2020
AXIAL FIELD ROTARAY ENERGY DEVICE WITH SEGMENTED PCB STATOR HAVING THERMALLY CONDUCTIVE LAYER	16/934872	07/21/2020
AXIAL FIELD ROTARY ENERGY DEVICE HAVING PCB STATOR AND VARIABLE FREQUENCY DRIVE	17/147690	01/13/2021
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY	17/075341	10/20/2020

SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	11,201,516 16/821450	12/14/2021 03/17/2020
AXIAL FIELD ROTARY ENERGY DEVICE HAVING PCB STATOR AND VARIABLE FREQUENCY DRIVE	11,183,896 17/145675	11/23/2021 01/11/2021

EXHIBIT C

Trademarks

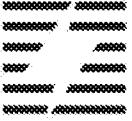
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	88819547	03/03/2020
INFINITUM ELECTRIC	88819514	03/03/2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE