

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Belly Solar, LLC		09/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cambridge Savings Bank		
Street Address:	81 Wyman Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Massachusetts Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78608640	BIG BELLY	
Serial Number:	85373978	SMARTBELLY	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham, Burns & Levinson LLP		
Address Line 1:	125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59510.00004		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	09/25/2023		
Total Attachments: 13			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of September 1, 2023, is made by and between Big Belly Solar, LLC, a Delaware limited liability company with an address of 150 A Street, Suite 103, Needham, Massachusetts 02494 (the “Debtor”), and Cambridge Savings Bank, a Massachusetts bank with an office at 81 Wyman Street, Waltham, Massachusetts 02451 (the “Secured Party”).

Recitals

The Debtor and the Secured Party are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to, or for the account of, the Debtor.

As a condition to extending credit to, or for the account of, the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under, or in connection with, any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past, present and/or future infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, and registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest**. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in the Collateral (as defined in the Loan Agreement). This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. For the avoidance of doubt, notwithstanding anything herein to the contrary, including the irrevocable nature thereof, the Security Interest shall terminate upon Payment in Full of the Obligations.

3. **Representations, Warranties and Agreements**. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority**. The Debtor is a corporation or limited liability company, duly organized, validly existing and in good standing under the laws of its state of incorporation or formation, and this Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) **Patents**. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents that are not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party that includes a replacement Exhibit A that accurately lists all Patents then owned or controlled by the Debtor, or to which the Debtor then has a right to have assigned to it, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business(es) of the Debtor or any affiliate (as such term is defined in the Loan Agreement and hereinafter referred to as "**Affiliate**"). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations

pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party that includes a replacement Exhibit B that accurately lists all Trademarks then owned or controlled by the Debtor and the existence and status of Trademarks and all applications and registrations then pertaining thereto, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business and in accordance with the Debtor's reasonable business judgment, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor; provided that, for the avoidance of doubt, the Debtor may in its reasonable business judgement abandon any Patent or Trademark that it reasonably determines is no longer material to its business, subject to its compliance with the notice obligations set forth in clause (i) of the following sentence. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate

written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with, or as a result of, the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate. Notwithstanding anything herein to the contrary, in the event that the Debtor elects in its reasonable business judgment to abandon a Patent or Trademark that it reasonably determines is no longer material to its business, and notifies the Secured Party of such election in accordance with Section 3(h), then the Debtor shall not be obligated to pay the Secured Party for any costs or expenses that the Secured Party may incur in connection with the renewal or maintenance of such Patent or Trademark.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under Section 3(i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor (i) under this Section 3 and (ii) in connection with the exercise by the Secured Party of its remedies set forth in Section 6 during the continuance of an Event of Default. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon Payment in Full of the Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any

licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default is continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall exist; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. During the continuance of an Event of Default, subject to the terms of Section 3(i) to the extent applicable, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement or any financing statement signed by the Debtor may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement or any financing

statement signed by the Debtor 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 or binding effect hereof. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


[CONTINUED ON THE FOLLOWING PAGE]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

BIG BELLY SOLAR, LLC

By: 
Name: Brian Phillips
Title: Chief Executive Officer

SECURED PARTY:

CAMBRIDGE SAVINGS BANK

By: _____
Name: A. Keith Broyles
Title: Senior Vice President

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY
ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark
Security Agreement as of the date written above.

DEBTOR:

BIG BELLY SOLAR, LLC

By: _____
Name: Brian Phillips
Title: Chief Executive Officer

SECURED PARTY:

CAMBRIDGE SAVINGS BANK

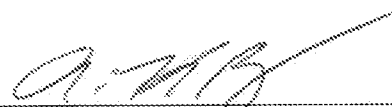
By:  _____
Name: A. Keith Broyles
Title: Senior Vice President

EXHIBIT A

UNITED STATES PATENT FILINGS

Title	Owner	Status	Serial #	Filed Date	Patent #	Issue Date
HANDS FREE STORAGE RECEPTACLE	Big Belly Solar, LLC	ISSUED	15/014,519	02/03/2016	10,526,138	1/7/2020
SYSTEM AND METHOD FOR CONTROLLING ELECTRICALLY-POWERED TRASH COMPACTORS AND RECEPTACLES	Big Belly Solar, LLC	ISSUED	16/229,177	12/21/2018	10,739,739	07/22/2020
DYNAMICALLY ADJUSTABLE SENSORS FOR TRASH COMPACTORS AND RECEPTACLES	Big Belly Solar, LLC	ISSUED	16/266,974	02/04/2019	10,780,665	09/02/2020
SOLAR-POWERED SOLID WASTE COMPACTOR AND PICKUP NOTIFICATION METHOD	Big Belly Solar, LLC	ISSUED	10/864,566	06/09/2004	7,124,680	10/24/2006
SOLAR-POWERED SOLID WASTE COMPACTOR AND PICKUP NOTIFICATION METHOD	Big Belly Solar, LLC	ISSUED	11/584,822	10/23/2006	7,481,159	01/27/2009
ELECTRICALLY-POWERED PROGRAMMABLE PACKAGE DEPOSIT ENCLOSURE	Big Belly Solar, LLC	ISSUED	12/908,497	10/20/2010	10,602,867	3/31/2020
SOLAR-POWERED SOLID WASTE COMPACTOR AND PICKUP NOTIFICATION METHOD	Big Belly Solar, LLC	ISSUED	13/812,173	03/07/2013	9,352,887	05/31/2016

Title	Owner	Status	Serial #	Filed Date	Patent #	Issue Date
SYSTEM AND METHOD FOR CONTROLLING ELECTRICALLY-POWERED TRASH COMPACTORS AND RECEPTACLES	Big Belly Solar, LLC	ISSUED	14/080,166	11/14/2013	10,162,318	12/25/2018
DYNAMICALLY ADJUSTABLE NODES IN SENSOR NETWORK	Big Belly Solar, LLC	ISSUED	14/826,699	08/14/2015	10,285,131	05/07/2019
SOLAR-POWERED SOLID WASTE COMPACTOR AND PICKUP NOTIFICATION METHOD	Big Belly Solar, LLC	ISSUED	15/165,820	05/26/2016	9,902,539	02/27/2018
(S027-7005US1) Dynamically Adjustable Sensors for Trash Compactors and Receptacles	Big Belly Solar, LLC	ISSUED	15/117,477	08/09/2016	10,195,807	02/05/2019
(S027-7007US1) DYNAMICALLY ADJUSTABLE NODES IN A SENSOR NETWORK	Big Belly Solar, LLC	ISSUED	15/117,489	08/09/2016	10,200,954	02/05/2019
Design Patent - Streetside Box	Big Belly Solar, LLC	Issued	29/577,747	9/15/2016	D847873	5/7/2019
ELECTRICALLY-POWERED WASTE ENCLOSURE	Big Belly Solar, LLC	ISSUED	15/310,846	11/14/2016	10,377,565	08/13/2019
SOLAR-POWERED TRASH COMPACTOR	Big Belly Solar, LLC	ISSUED - Design Patent	29/281,377	06/21/2007	D564,545	03/18/2008
STREETSIDE BOX	Big Belly Solar, LLC	ISSUED - Design Patent	29/577,747	09/15/2016	D847873	05/07/2019
HANDS FREE STORAGE RECEPTACLE	Big Belly Solar, LLC	PENDING	16/734,510	1/6/2020		

Title	Owner	Status	Serial #	Filed Date	Patent #	Issue Date
(S027-7007US3) DYNAMICALLY ADJUSTABLE NODES IN A SENSOR NETWORK	Big Belly Solar, LLC	PENDING	16/266,943	02/04/2019		
DYNAMICALLY ADJUSTABLE NODES IN SENSOR NETWORK	Big Belly Solar, LLC	PENDING	16/404,145	05/06/2019		
ELECTRICALLY- POWERED WASTE ENCLOSURE	Big Belly Solar, LLC	PENDING	16/534,463	08/07/2019		
ELECTRICALLY- POWERED PROGRAMMABLE PACKAGE DEPOSIT ENCLOSURE	Big Belly Solar, LLC	PENDING	16/834,405	3/30/2020		
DYNAMICALLY ADJUSTABLE NODES IN SENSOR NETWORK	Big Belly Solar, LLC	ISSUED	17/026,975	09/21/2020	11,338,533	05/24/2022
ELECTRICALLY- POWERED WASTE ENCLOSURE	Big Belly Solar, LLC	PENDING	17/403,368	08/16/2021		
DYNAMICALLY ADJUSTABLE NODES IN A SENSOR NETWORK	Big Belly Solar, LLC	ISSUED	16/266,943	02/04/2019	10,986,581	04/20/2021
INTEGRATED UTILITY POLE AND SMART TRASH COMPACTOR	Big Belly Solar, LLC	PENDING	17/233,928	04/19/2021		
HANDS FREE STORAGE RECEPTACLE	Big Belly Solar, LLC	PENDING	17/963,469	10/11/2022		
SYSTEM AND METHOD OF PROVIDING A WIRELESS UNLOCKING SYSTEM FOR A BATTERY-POWERED STORAGE DEVICE	Big Belly Solar, LLC	PENDING	17/401,830	08/13/2021		

Title	Owner	Status	Serial #	Filed Date	Patent #	Issue Date
SYSTEM AND METHOD OF PROVIDING A WIRELESS UNLOCKING SYSTEM FOR A GROUP OF BATTERY-POWERED STORAGE DEVICES	Big Belly Solar, LLC	PENDING	17/401,883	08/13/2021		
SYSTEM AND METHOD OF PROVIDING A WIRELESS UNLOCKING SYSTEM FOR A GROUP OF BATTERY-POWERED STORAGE DEVICES	Big Belly Solar, LLC	PENDING	17/401,920	08/13/2021		
COMMUNITY COMPOST MANAGEMENT SYSTEM	Big Belly Solar, LLC	PENDING	63/386,877	12/09/2022		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS:

Mark	Owner	Country	Application #	Filing Date	Registration #	Registration Date
BIG BELLY	Big Belly Solar, LLC	US	78608640	4/14/2005	3079439	4/11/2006
SMARTBELLY	Big Belly Solar, LLC	US	85373978	7/18/2011	4451743	12/17/2013

APPLICATIONS:

Mark	Owner	Country	Application #	Filing Date	Registration #	Registration Date
ALL TOGETHER BETTER	Big Belly Solar, LLC	US	98109048	7/31/2023	N/A	N/A