

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTIV POWER SYSTEMS, INC.		09/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MOTIVE GM HOLDINGS II LLC		
Street Address:	4643 SOUTH ULSTER STREET, STE. 1400		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4944338	MOTIV	
Registration Number:	5748512	EPIC	
Registration Number:	5748513	EPIC	
Registration Number:	5836463	ELECTRIC POWERED INTELLIGENT CHASSIS	
Registration Number:	5509440	WHISPERIT FREEDOM	
Registration Number:	6513833	POWERED BY MOTIV	
Registration Number:	6725387	ADAPTEV	
Registration Number:	6649732	IT'S INEVITABLE	
Registration Number:	6920569	ELECTRIFIED BY MOTIV	
Registration Number:	6662665	MOTIV	
Registration Number:	7002932	M	
Registration Number:	6689102	MOTIV POWER SYSTEMS	
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:	312-704-3076		
Email:	azeoli@hinshawlaw.com		
Correspondent Name:	Anthony Zeoli		

OP \$315.00 4944338

Address Line 1: 151 N. Franklin St., Ste. 2500
Address Line 2: Hinshaw & Culbertson LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 2145051 TM

NAME OF SUBMITTER: Anthony Zeoli

SIGNATURE: /AZ/

DATE SIGNED: 10/04/2023

Total Attachments: 10

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JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT

This JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of September 25, 2023 by **MOTIV POWER SYSTEMS, INC.**, a Delaware corporation (the “*Grantor*”), to, and in favor of, **MOTIVE GM HOLDINGS II LLC** (together with its successors and assigns, the “*Lender*”).

RECITALS:

A. Pursuant, and subject, to the terms of that certain Junior Secured Promissory Note, dated as of September 25, 2023, made by the Grantor to, and in favor of, Grantor in the original maximum principal amount of \$1,500,000 (as the same may be amended, modified, restated or replaced from time to time, the “*Note*”), Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor.

B. Reference is further made to that certain Junior Security Agreement, dated as of September 25, 2023, made by Grantor to, and in favor of, the Lender (as the same may be amended, modified, restated or replaced from time to time, the “*Security Agreement*”) as additional security for the Note. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant to Lender a continuing security interest in and to all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Patent and Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(a) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;

(b) each patent license, including, without limitation, each patent license listed on Schedule I annexed hereto, together with all goodwill associated therewith;

(c) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

(d) each trademark license, including without limitation, each trademark license listed on Schedule I annexed hereto, together with all goodwill associated therewith; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or trademark, including, without limitation, any patent or trademark referred to in Schedule I annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in Schedule I, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on Schedule I annexed hereto.

2. Further, the Liens (as such term is used and defined in the Security Agreement) granted pursuant to this Agreement are in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Patent and 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.

3. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf format shall be equally effective as delivery of an original executed counterpart.

4. This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of the Note, the Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's Lien in and to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the pursuant to this Agreement and/or the Security Agreement.

5. The headings of Sections and Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words and terms used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof and the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive reference. Any reference to a particular agreement shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement.

6. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereby irrevocably agree that: (a) any action or proceeding arising out of or relating to this Agreement and/or any of the other Loan Documents shall be commenced in any court of competent jurisdiction in the State of Delaware, or in the United States

District Court for the District of Delaware; (b) summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail as provided in this Agreement, or as otherwise provided under the laws of the State of Delaware; (c) to the fullest extent permitted by law, such party waives any objection he/she/it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (d) to the fullest extent permitted by law, such party hereby waives its right to a jury trial for any claims that may arise out of this Agreement and/or any of the other Loan Documents.

7. Notwithstanding anything to the contrary herein, all parties hereto expressly acknowledge and agree as follows (with such capitalized terms having the respective meaning ascribed thereto in the Security Agreement):

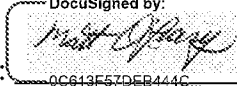
(a) this Agreement shall, at all times while any of the Senior Loans remains outstanding, be subordinate and junior to any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders (or any of them) as security for the Senior Loans (or any of them), including any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders under the Senior Security Agreements and/or any of the other Senior Loan Documents; and

(b) Grantor expressly covenants and agrees to pay, or see to the payment of, the Senior Loans and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any of the Senior Loan Documents.

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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

GRANTOR: **MOTIV POWER SYSTEMS, INC.,** a
Delaware corporation

DocuSigned by:

By: _____
0C613F57DEB444C
Matt O'Leary, Executive Chairman

LENDER: **MOTIVE GM HOLDINGS II LLC**

By: _____
Gary Magness, Manager

Signature Page to Junior Patent and Trademark Security Agreement

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

GRANTOR: **MOTIV POWER SYSTEMS, INC.**, a
Delaware corporation

By: _____
Matt O'Leary, Executive Chairman

LENDER: **MOTIVE GM HOLDINGS II LLC**

By: _____
DocuSigned by:
Gary Magness
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Gary Magness, Manager

DS
PS

Signature Page to Junior Patent and Trademark Security Agreement

SCHEDULE I
TO
JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT
DATED AS OF SEPTEMBER 25, 2023

• **THE MOTIV POWER SYSTEMS, INC. PATENTS AND PATENT APPLICATIONS**

Docket Number	IP Type	Status	Application Number	Patent Number (Link to USPTO)	Issue Date	Filing Date	Title
MOT-001-1C	U.S. Utility Nonprovisional Patent	Issued	15/411,946	10.180.460	1/15/2019	1/20/2017	Performing active interrogation of battery packs in situ to obtain precise SOC and SOH estimates
MOT-001-1C-1C	U.S. Utility Nonprovisional Patent	Issued	16/232,022	11.474.154	10/18/2022	12/25/2018	Performing Active Interrogation Of Battery Packs In Situ To Obtain Precise SOC And SOH Estimates
MOT-002	U.S. Utility Nonprovisional Patent	Issued	12/730,174	8.519.670	8/27/2013	3/23/2010	System and method for balancing charge within a battery pack
MOT-002-1C	U.S. Utility Nonprovisional Patent	Issued	13/954,598	9.000.727	4/7/2015	7/30/2013	System and method for balancing charge within a battery pack
MOT-003	U.S. Utility Nonprovisional Patent	Issued	12/908,816	8.698.351	4/15/2014	10/20/2010	System and method for managing a power system with multiple power components
MOT-003-1C	U.S. Utility Nonprovisional Patent	Issued	14/231,728	9.568.930	2/14/2017	3/31/2014	System and method for managing a power system with multiple power components
MOT-003-1C-1P	U.S. Utility Nonprovisional Patent	Issued	15/250,906	10.457.159	10/29/2019	8/29/2016	Power share converter for connecting multiple energy storage systems

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MOT-004	U.S. Utility Nonprovisional Patent	Issued	14/214,380	<u>9,513,324</u>	12/6/2016	3/14/2014	System and method of load testing multiple power converters without dedicated test equipment
MOT-006	U.S. Utility Nonprovisional Patent	Issued	14/614,118	<u>9,696,743</u>	7/4/2017	2/4/2015	Generating leakage canceling current in electric vehicle charging systems
MOT-006-1C	U.S. Utility Nonprovisional Patent	Issued	15/611,734	<u>10,139,848</u>	11/27/2018	6/1/2017	Generating leakage canceling current in electric vehicle charging systems
MOT-006-1C-1C	U.S. Utility Nonprovisional Patent	Issued	16/172,036	<u>10,809,755</u>	10/20/2020	10/26/2018	Generating leakage canceling current in electric vehicle charging systems
MOT-007-1C-1P	U.S. Utility Nonprovisional Patent (CIP)	Pending	18/304,657	Pending	Pending	4/21/2023	Heat Pump Vehicle Thermal System
MOT-008	U.S. Utility Nonprovisional Patent	Issued	16/191,444	<u>11,364,811</u>	6/21/2022	11/15/2018	Powering Electric Vehicle Accessory Devices From Back EMF Generated By An Electric Motor
MOT-008-1C	U.S. Utility Nonprovisional Patent	Pending	17/840,277	Pending	Pending	6/14/2022	Powering Electric Vehicle Accessory Devices From Back EMF Generated By An Electric Motor
MOT-009	U.S. Utility Nonprovisional Patent	Issued	16/191,996	<u>10,821,977</u>	11/3/2020	11/15/2018	Pre-loading drivetrain to minimize electric vehicle rollback and increase drive responsiveness
MOT-010	U.S. Utility Nonprovisional Patent	Issued	16/192,147	11,754,434	9/12/2023	11/15/2018	Real-Time Reporting And Estimating Of Mass Of Vehicles Using Drive Characteristics
MOT-010-1C	U.S. Utility Nonprovisional Patent	Pending	18/367,150	Pending	Pending	9/12/2023	Real-Time Reporting And Estimating Of Mass Of Vehicles Using Drive Characteristics
MOT-011	U.S. Utility Nonprovisional Patent	Issued	16/589,059	<u>11,498,449</u>	11/15/2022	9/30/2019	Charging Apparatus And Methods To



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							Support Multiple Charging Devices
MOT-013	U.S. Utility Nonprovisional Patent	Issued	16/865,273	<u>11,201,459</u>	12/14/2021	5/1/2020	eFuse For Use In High Voltage Applications
MOT-013-1C	U.S. Utility Nonprovisional Patent	Pending (Allowed Claims)	17/538,525	Pending	Pending	11/30/2021	eFuse For Use In High Voltage Applications
MOT-014	U.S. Utility Nonprovisional Patent	Pending (Allowed Claims)	17/165,353	Pending	Pending	2/2/2021	Methods And Apparatus For Controlling Cooling Capacity Of A Variable-volume Cooling System
MOT-015	U.S. Utility Nonprovisional Patent	Issued	17/120,257	11,498,443	11/15/2022	12/13/2020	Electric Vehicle With Precharge Mode
MOT-017	U.S. Utility Nonprovisional Patent	Pending (Allowed Claims)	17/412,017	Pending	Pending	8/25/2021	Methods And Apparatus For Precharge Monitoring Of High Voltage Circuits
MOT-018	U.S. Utility Provisional Patent	Pending	17/507,412	Pending	Pending	10/21/2021	Smart Battery Balancer
MOT-019	U.S. Utility Nonprovisional Patent	Pending (Allowed Claims)	17/383,343	Pending	Pending	7/22/2021	Vehicle Charge Station Network Access Credential Updating System
MOT-020	U.S. Utility Nonprovisional Patent	Pending	17/383,369	Pending	Pending	7/22/2021	Coordinating Vehicle And Charge Station Locations To Adjust Real And Reactive Power Loading
MOT-021-PROV	U.S. Provisional Patent Application	Pending	63/378,810	-	-	10/7/2022	Integrated Power Hub
MOT-022	U.S. Utility Nonprovisional Patent	Pending	18/102,575	Pending	Pending	1/27/2023	Methods and Apparatus for Performing Hill Hold with Reduced Oscillations in Vehicle Position
MOT-023	U.S. Utility Nonprovisional Patent	Pending	17/710,768	Pending	Pending	3/31/2022	Generating Vehicle Wakeup Signal

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MOT-024-PROV	U.S. Provisional Patent Application	Pending	63/477,373	-	-	12/27/2022	Blackout Management
MOT-025	U.S. Utility Nonprovisional Patent	Pending	18/179,027	Pending	Pending	3/6/2023	Methods And Apparatus For Feedback Linearization For Symmetrical Dual Three-Phase IPMSM Drives
MOT-026	U.S. Utility Nonprovisional Patent	Pending	17/966,897	Pending	Pending	10/17/2022	Thermal System For Electric Vehicles
MOT-027	U.S. Utility Nonprovisional Patent	Pending	18/170,393	Pending	Pending	2/16/2023	Methods and Apparatus for Battery Operation and Protection
MOT-028-PROV	U.S. Provisional Patent Application	Pending	63/375,381	-	-	9/12/2022	Charging Circuit
MOT-029-PROV	U.S. Provisional Patent Application	Pending	63/436,029	-	-	12/29/2022	Charging Power Distribution System
MOT-030-PROV	U.S. Provisional Patent Application	Pending	63/504,177	-	-	5/24/2023	Vehicle Chassis With Integrated Distribution Systems
MOT-D32	U.S. Design Nonprovisional Patent	Pending	29/909,553	Pending	Pending	8/7/2023	Truck Cabin



• **MOTIV POWER SYSTEMS, INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

Designator	Trademark	Status	Registration No.	Registration Date
T01		Registered	4944338	April 26, 2016
T02	EPIC	Registered	5748512	May 14, 2019
T04		Registered	5748513	May 14, 2019
T03	ELECTRIC POWERED INTELLIGENT CHASSIS	Registered	5836463	Aug. 13, 2019

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T05		Registered	5509440	Oct. 23, 2018
T06	Powered by Motiv	Registered	6,513,833	Oct 12, 2021
T07	AdaptEV	Registered	6,725,387	May 24, 2022
T08	it's inEVitable	Registered	6,649,732	Feb 22, 2022
T09	Electrified by Motiv	Registered	6,920,569	Dec 13, 2022
T10	Motiv	Registered	6,662,665	March 8, 2022
T11		Registered	7,002,932	March 21, 2023
T12	Motiv Power Systems	Registered	6,689,102	April 5, 2022
T13	Motiv Delivers	New Filing		
T14	Motiv	Pending		
T15	Motiv	Pending		
T16	ARGO	Pending		
T18	MOTIV ARGO	Pending		

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