

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM849008

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FirstElement Fuel Inc.		10/26/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	950 17th Street, Suite 1400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5694302	TRUE ZERO H35 H70 H2	
<b>Registration Number:</b>	4999894	TRUE ZERO	
<b>Registration Number:</b>	4928871	TRUE ZERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>			
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	tdamario@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Thomas M. DaMario		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	119127-0022		
<b>NAME OF SUBMITTER:</b>	Thomas DaMario		
<b>SIGNATURE:</b>	/Thomas DaMario/		
<b>DATE SIGNED:</b>	10/26/2023		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 26, 2023, by and between FirstElement Fuel Inc., a California corporation, as grantor (“**Issuer**”) and Acquiom Agency Services LLC, as collateral agent on behalf of Holders (as defined in the Note Purchase Agreement (as defined below)) (together with its permitted successors and assigns in such capacity, “**Collateral Agent**”).

### RECITALS

A. Holders have made certain advances of money and extended certain financial accommodations to Issuer in the amounts and manner set forth in that certain Note Purchase Agreement, by and between Collateral Agent and Issuer, dated as of the date hereof, (as amended, modified or supplemented from time to time, the “**Note Purchase Agreement**”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement).

B. Pursuant to the terms of the Note Purchase Agreement, Issuer has granted to Collateral Agent, on behalf of and for the ratable benefit of Holders, a security interest in all of Issuer’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral as set forth in that certain Security Agreement, by and between Collateral Agent and Issuer, dated as of the date hereof (as amended, modified or supplemented from time to time, the “**Security Agreement**”).

C. Pursuant to Section 4.8 of the Security Agreement, Issuer agreed to take any and all other actions the Required Holders determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Collateral Agent to enforce, Collateral Agent’s security interest in any and all of the Collateral, including executing and delivering an intellectual property security agreement and taking all other actions necessary to cause the recording of such security agreement in the records of any governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Issuer’s obligations to Collateral Agent and Holders under the Note Purchase Agreement, Issuer grants and pledges to Collateral Agent, on behalf of and for the ratable benefit of Holders, a security interest in all of Issuer’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 Issuer 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, those 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 Issuer connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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. Issuer 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 Collateral Agent (at the direction of the Required Holders).

3. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Note Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement, the Security Agreement and the other Note 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 shall be effective as delivery of a manually executed counterpart of this Agreement.

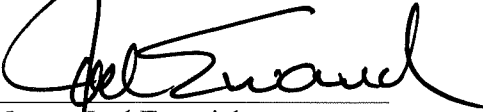
5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the Laws of the State of California applicable to contracts made and to be performed within such State and without reference to the choice of law principles of the State of California or any other state.

[Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound, Issuer has caused this Agreement to be executed by duly authorized representatives as of the date first above written.

FIRSTELEMENT FUEL, INC.

By:   
Name: Joel Ewanick  
Title: Chief Executive Officer

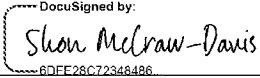
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 008240 FRAME: 0159

**IN WITNESS WHEREOF**, intending to be legally bound, Collateral Agent has caused this Agreement to be executed by duly authorized representatives as of the date first above written.

Accepted:

**ACQUIOM AGENCY SERVICES LLC**

By:   
Name: Shon McCraw-Davis  
Title: Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008240 FRAME: 0160**

EXHIBIT A

Copyrights

None.



EXHIBIT B



Patents

<b>Title</b>	<b>Country</b>	<b>Status and Date</b>	<b>Owner</b>
Hydrogen Fueling Station Priority with Cooling	PCT	<b>App</b> : PCT/US22/73890 <b>App</b> 19- July -22	Firstelement Fuel Inc.
Hydrogen Fueling Station Priority with Cooling	United States	Registered <b>App</b> 17/660,388 <b>App</b> 22-April-22 <b>Reg</b> 11,506,340 <b>Reg</b> 22-November-2022	Firstelement Fuel Inc.
Hydrogen Fueling Station Priority Panel with Optimal Storage Bank Selection	United States	Registered <b>App</b> 17/660,391 <b>App</b> 22-April-22 <b>Reg</b> 11,549,647 <b>Reg</b> 10- January- 2023	Firstelement Fuel Inc.
Control conduit for LH2 Offloading	United States	Pending <b>App</b> 17/813,571 <b>App</b> 19-July-2022	Firstelement Fuel Inc.
LH2 Offloading with Auto-Purge and Pre-Cooling	United States	Registered <b>App</b> 17/813,583 <b>App</b> 19-July-2022 <b>Reg</b> 11598485 <b>Reg</b> 7-March-2023	Firstelement Fuel Inc.
Bayonet for LH2 Offloading	United States	Pending <b>App</b> 17/813,572 <b>App</b> 19-July-2022	Firstelement Fuel Inc.
Liquid Hydrogen Offloading	United States	Expired Provisional <b>App</b> 63/223,891 <b>App</b> 20-July-2021	Firstelement Fuel Inc.
Liquid Hydrogen Offloading	PCT	<b>App</b> PCT/US2022/073898 <b>App</b> 19-July-2022	Firstelement Fuel Inc.
Gaseous Hydrogen Fueling Methods	United States	Expired Provisional <b>App</b> 63/270,657 <b>App</b> 22-Aug-2021	Firstelement Fuel Inc.
Gaseous Hydrogen Fueling Methods	PCT	<b>App</b> PCT/US2022/45298 <b>App</b> 30-September-2022	Firstelement Fuel Inc.

Gaseous Hydrogen Fueling Methods	United States	Expired Provisional <b>App</b> 63/251,100 <b>App</b> 01-October-2021	Firstelement Fuel Inc.
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EXHIBIT C

Trademarks

<b>Trademark</b>	<b>Country</b>	<b>Status and Date</b>	<b>Owner</b>
TRUE ZERO H35 H70 H2 	United States	Registered <b>App</b> 87245731 <b>App</b> 22-NOV-2016 <b>Reg</b> 5694302 <b>Reg</b> 12-March-2019	Firstelement Fuel Inc.
TRUE ZERO 	United States	Registered <b>App</b> 86684300 <b>App</b> 06-July-2015 <b>Reg</b> 4999894 <b>Reg</b> 12-July-2016	Firstelement Fuel Inc.
TRUE ZERO	United States	Registered <b>App</b> 86533703 <b>App</b> 12-February-2015 <b>Reg</b> 4928871 <b>Reg</b> 29-March-2016	Firstelement Fuel Inc.