

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (MEZZANINE)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPAN.IO, INC.		11/09/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST-CITIZENS BANK & TRUST COMPANY
Street Address:	75 N. FAIR OAKS AVENUE
Internal Address:	(CLAS PAS-04-02)
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	90482282	SPAN
Serial Number:	90482299	SPAN
Serial Number:	90482306	SPAN HOME
Serial Number:	90482310	SPAN INSTALLER
Serial Number:	90482315	SPAN PLATFORM
Serial Number:	90902129	POWERED BY SPAN
Serial Number:	97976118	SPAN DRIVE
Serial Number:	97036123	SPAN DRIVE
Serial Number:	97036133	SPAN POWERASSIST
Serial Number:	97976119	SPAN POWERASSIST
Serial Number:	97490972	SPAN POWERUP
Serial Number:	97550580	SPAN
Serial Number:	97550599	SPAN
Serial Number:	97889035	VIRTUAL AMPS
Serial Number:	98075533	SPAN AUTHORIZED / INSTALLER
Serial Number:	98128823	SPAN PREMIER INSTALLER
Serial Number:	98128829	SPAN PRO INSTALLER

OP \$515.00 90482282

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Property Type	Number	Word Mark
Serial Number:	98128835	PRO
Serial Number:	98128845	PREMIER
Serial Number:	98149459	SPAN REMOTE METER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2176592 TM2
NAME OF SUBMITTER:	Deb Nihiser
SIGNATURE:	/Deb Nihiser/
DATE SIGNED:	11/10/2023

Total Attachments: 6
source=4. First Amendment to IP SA - Span.io (Mezz) (to Cogency for recording 11.10.23) TRADEMARK#page2.tif
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of November 9, 2023, by and between **SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company** in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”) and **SPAN.IO, INC.**, a Delaware corporation (“Grantor”).

Recitals

A. Grantor has entered into that certain Mezzanine Loan and Security Agreement dated as of September 19, 2022, as amended by that certain that certain letter agreement dated March 24, 2023, as further amended by that certain First Amendment to Mezzanine Loan and Security Agreement dated as of July 25, 2023 by and among Grantor, Agent, and the lenders thereunder, and as further amended by that certain Second Amendment to Mezzanine Loan and Security Agreement dated as of even date herewith by and among Grantor, Agent, and the lenders thereunder (as the same may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”).

B. To secure its obligations and liabilities to Agent, Grantor has previously granted Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of September 19, 2022 (as may be amended, affected, modified, restated, replaced, or supplemented from time to time, the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Agent have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND AGENT AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is amended in its entirety and replaced with the Exhibit B appearing on Schedule B-1 attached hereto
2. Exhibit C to the IP Security Agreement is amended in its entirety and replaced with the Exhibit C appearing on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Agent. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the first date written above.

GRANTOR:

SPAN.IO, INC.

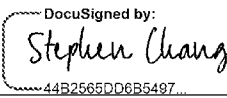
By:  _____
5F94CB88634F45E...

Name: Archan Rao

Title: Chief Executive Officer

AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By:  _____
44B2565DD6B5497...

Name: Stephen Chang

Title: Managing Director



Schedule B-1Exhibit B


Patents

Description	Registration/ Application Number	Registration/ Application Date
INTEGRATED ELECTRICAL MANAGEMENT SYSTEM AND ARCHITECTURE	16/593,899	Oct. 4, 2019
SYSTEMS AND METHODS FOR MANAGING ELECTRICAL LOADS	17/024,073	Sep. 17, 2020
SYSTEMS AND METHODS FOR MANAGING ELECTRICAL LOADS	18/084,384	Dec. 19, 2022
INTEGRATED ELECTRICAL PANEL	16/789,324	Feb. 12, 2020
INTEGRATED ELECTRICAL PANEL	17/689,350	Mar. 8, 2022
MULTILAYER CONTROL FOR MANAGING POWER FLOW	17/570,803	Jan. 7, 2022
INTEGRATED HOME ENERGY MANAGEMENT AND ELECTRIC VEHICLE CHARGING	17/966,657	Oct. 14, 2022
INTEGRATED HOME ENERGY MANAGEMENT, HOME MONITORING, AND AUTOMATED FAULT MITIGATION	17/966,661	Oct. 14, 2022
PROTECTION ARCHITECTURE FOR AN ELECTRICAL PANEL	63/483,523	Feb. 6, 2023
AFCI CONSTRUCTION	63/460,774	Apr. 20, 2023
ELECTRICAL PANELBOARD WITH INTEGRATED ARC	18/137,272	Apr. 20, 2023

FAULT PROTECTION		
MODULAR ARCHITECTURE FOR MANAGING SITE-LEVEL ELECTRICAL POWER DISTRIBUTION	63/581,780	Sep. 11, 2023
ELECTRICAL PANEL CONSTRUCTION	63/583,141	Sep. 15, 2023

Schedule C-1
 Exhibit C
 Trademarks

Description	Registration/ Application Number	Registration/ Application Date
SPAN	90/482282	22-Jan-2021
SPAN Logo 	90/482299	22-Jan-2021
SPAN HOME	90/482306	22-Jan-2021
SPAN INSTALLER	90/482310	22-Jan-2021
SPAN PLATFORM	90/482315	22-Jan-2021
POWERED BY SPAN	90/902129	25-Aug-2021
SPAN DRIVE	97/976118	20-Sep-2021
SPAN DRIVE	97/036123	20-Sep-2021
SPAN POWERASSIST	97/036133	20-Sep-2021
SPAN POWERASSIST	97/976119	20-Sep-2021
SPAN POWERUP	97/490972	06-Jul-2022
SPAN	97/550580	16-Aug-2022
SPAN (stylized and/or with design) 	97/550599	16-Aug-2022

VIRTUAL AMPS	97/889035	14-Apr-2023
SPAN AUTHORIZED INSTALLER	98/075533	07-Jul-2023
SPAN PREMIER INSTALLER	98/128823	11-Aug-2023
SPAN PRO INSTALLER	98/128829	11-Aug-2023
PRO (Stylized and/or with Design)	98/128835	11-Aug-2023
 PREMIER (Stylized and/or with Design)	98/128845	11-Aug-2023
SPAN REMOTE METER	98/149459	24-Aug-2023
SPAN	2272801 (Canada)	1-Aug-23
SPAN	2993573 (Mexico)	4-Aug-23
SPAN	2993574 (Mexico)	4-Aug-23
SPAN	2993576 (Mexico)	4-Aug-23

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REEL: 008255 FRAME: 0794

RECORDED: 11/10/2023