

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eve Energy Ventures Inc.		03/22/2024	Corporation: DELAWARE
XAAS FUNDING I LLC		03/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6254996		
Registration Number:	6214896	XEAL	
CORRESPONDENCE DATA			
Fax Number:	8009279801		
<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:	8009279801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	03/22/2024		
Total Attachments: 6			
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 22, 2024, (the "Agreement") among EVE ENERGY VENTURES INC., a Delaware corporation ("EVE Energy"), XAAS FUNDING I LLC, a Delaware limited liability company ("XAAS" and, together with EVE Energy, the "Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Third Modification and Joinder to Loan and Security Agreement, dated as of the date hereof, between Lender and Grantor, which amends that certain Loan and Security Agreement, dated as of October 14, 2022 (as amended from time to time, the "Loan Agreement"), between Lender and EVE Energy. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender 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.

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.

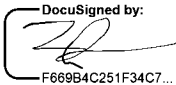
This Agreement is an amendment and restatement, and replacement, of that certain Intellectual Property Security Agreement, dated as of October 14, 2022, by and between EVE Energy and Lender (the “Existing Agreement”), the terms and conditions of which are superseded in their entirety by the terms and conditions hereof. The amendment and restatement contained herein shall not, in any manner, be construed or constitute payment of, or impair, limit, cancel or extinguish the obligations, liabilities or indebtedness evidenced by or arising under the Existing Agreement, in each case, as amended and restated and in effect on the date hereof, or constitute a novation with respect thereto and the liens and security interests securing such indebtedness and other obligations and liabilities, in each case, as amended and restated and in effect on the date hereof, shall not in any manner be impaired, limited, terminated, waived or released.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

EVE ENERGY VENTURES INC., a Delaware corporation

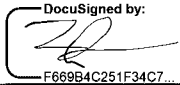
By: 
Name: Alexander Isaacson
Title: Chief Executive Officer

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 
Name: Dave Dailey
Title: Senior Director

XAAS FUNDING I LLC, a Delaware limited liability company

By: 
Name: Alexander Isaacson
Title: Chief Executive Officer

Address for Notices:
594 Broadway, Suite 805
New York, NY 10012
Tel: (973) 722-2133

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist



<u>Title:</u>	<u>Copyright Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published:</u>	<u>Issue Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist


<u>Owner:</u>	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
Eve Energy Ventures Inc.		88825779	6254996	3/8/2020	1/26/2021
Eve Energy Ventures Inc.	XEAL	88825770	6214896	3/8/2020	12/8/2020

EXHIBIT C

PATENTS

Please Check if No Patents Exist

APPLICANT	FILING DATE	SERIAL NUMBER	COUNTRY NAME	TITLE	STATUS	Issue Date	Patent Number
EVE ENERGY VENTURES INC.	Jan 4, 2022	17646965	United States of America	Secure Electric Vehicle Charger and System Incorporating Thereof	Issued	Oct. 18, 2022	US 11,477,647
EVE ENERGY VENTURES INC.	Dec 2, 2020	17110221	United States of America	Secure Electric Vehicle Charger and System Incorporating Thereof	Allowed	March 19, 2024	US 11,937,082