

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZincFive, Inc.	FORMERLY EnSite Power, Inc.	09/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	40 North Ventures LP		
Street Address:	9 West 57th Street, 30th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4819975	RTI CONNECT	
Registration Number:	4616579	UPSTEALTH	
Serial Number:	88438688	ZINC FIVE	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	6509888500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Connie L. Ellerbach		
SIGNATURE:	/cle1087/		
DATE SIGNED:	09/19/2019		
Total Attachments: 5			
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GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST (this “**Grant**”), dated September 18, 2019 is by and between ZincFive, Inc., a Delaware limited liability company (“**Grantor**”), and 40 North Ventures LP, a Delaware limited partnership, not in its individual capacity but solely as collateral agent for itself and Lender (as hereinafter defined) (in such capacity “**Agent**”). Each capitalized term utilized in this Grant that is not defined in the Pledge and Security Agreement (as hereinafter defined) or this Grant, but is defined in the UCC, shall have the meaning set forth in Article 1, 8 or 9 of the UCC, as applicable.

WHEREAS, Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Grantor, Agent, 40 North Ventures LP (“**40 North**” and collectively with Agent, referred to as “**Lender**”) and Agent as collateral agent for Lender, entered into that certain Note Purchase Agreement, dated as of even date herewith (as amended, restated, modified or supplemented from time to time, the “**Note Purchase Agreement**”), pursuant to which Lender has extended certain financial accommodations to Grantor; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, by and among Grantor, ZincFive, LLC, an Oregon limited liability company, ZincFive Power, Inc., a Delaware corporation, Blue Earth Power Performance Solutions and Lender, dated as of even date herewith (the “**Pledge and Security Agreement**”), Grantor has granted to Agent a security interest in, and Agent has become a secured creditor with respect to, the Collateral specified therein, including the Trademark Collateral, to secure the Notes granted to Grantor by Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Financing Documents, to evidence further the security interest granted by Grantor to Agent pursuant to the Financing Documents, Grantor hereby grants to Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America (“**United States**”) and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business connected with the use of and symbolized by the Trademarks; and

(ii) all Proceeds and accessions with respect to any of the foregoing.

If, before the Secured Obligations shall have been paid in full, Grantor shall obtain rights to

any new Trademark Collateral, the provisions of this Grant shall automatically apply thereto. Grantor shall promptly update Schedule A attached hereto as necessary, but no more frequently than once per fiscal quarter, and provide written notice to Agent of such updates on a fiscal quarterly basis. Grantor authorizes Agent to modify this Grant by amending Schedule A attached hereto to reflect such updates.

Grantor does hereby further acknowledge and affirm that this Grant is made in connection with, and subject to the terms of, the Financing Documents and that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict between the terms of this Grant and the terms of the Financing Documents, the Financing Documents shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Grant has been duly executed on the day and year specified at the beginning hereof.

GRANTOR:

ZINCFIVE, INC.,
a Delaware corporation

Signature: Tim Hyzell

Print Name: Tim Hyzell

Title: CEO & Co-Founder

ACKNOWLEDGED AND AGREED:

AGENT:

40 NORTH VENTURES LP

By: 40 North VC GP LLC

Its: General Partner

By: _____

Name: David J. Millstone

Title: Principal

SIGNATURE PAGE TO ZINC FIVE, INC.
GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 006749 FRAME: 0717

SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

Mark	Filing Date	Registration Date	Application Number	Registration Number	Owner/Applicant
RTi Connect	July 2, 2014	September 22, 2015	N/A	4819975	ZincFive, Inc.
UPStealth	January 17, 2014	October 7, 2014	N/A	4616579	ZincFive, Inc.
ZincFive	May 20, 2019	September 10, 2019	N/A	N/A	ZincFive, Inc.

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