

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZincFive, Inc.		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Standard Industries Technologies LLC		
Street Address:	9 West 57th Street 30th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4819975	RTI CONNECT	
Registration Number:	4616579	UPSTEALTH	
Registration Number:	5920816	ZINCFIVE	
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:	6509888500		
Email:	chowell@fenwick.com		
Correspondent Name:	Grace Strickland		
Address Line 1:	801 California St.		
Address Line 2:	Fenwick & West LLP		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	36381-00010-5750		
NAME OF SUBMITTER:	Connie L. Ellerbach		
SIGNATURE:	/cle1087/		
DATE SIGNED:	12/17/2019		
Total Attachments: 5			
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GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST (this “**Grant**”), dated December 12, 2019 is by and between ZincFive, Inc., a Delaware limited liability company (“**Grantor**”), and Standard Industries Technologies LLC, a Delaware limited liability company, (“**Lender**”). 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 and Lender entered into that certain Convertible Promissory Note, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “**Note**”), pursuant to which Lender has extended certain financial accommodations to Grantor; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, by and among 40 North Ventures LP, a Delaware limited partnership (“**40 North**”), Grantor, ZincFive, LLC, an Oregon limited liability company, ZincFive Power, Inc., a Delaware corporation, Blue Earth Power Performance Solutions, Inc. and Lender, as assignee of 40 North, dated as of September 18, 2019 (the “**Pledge and Security Agreement**”), Grantor has granted to Lender a security interest in, and Lender has become a secured creditor with respect to the Collateral specified therein, including the Trademark Collateral, to secure the Note 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 Note and the Pledge and Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Note and the Pledge and Security Agreement, Grantor hereby grants to Lender 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 Lender of such updates on a fiscal quarterly basis. Grantor authorizes Lender 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 Note and the Pledge and Security Agreement and that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note and Pledge and Security Agreement, 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 Note and Pledge and Security Agreement, the Note and Pledge and Security Agreement 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

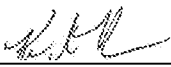
Signature: 
Print Name: Tim Hyatt
Title: CEO

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

ACKNOWLEDGED AND AGREED:

LENDER:

**STANDARD INDUSTRIES
TECHNOLOGIES LLC,**
a Delaware limited liability company

Signature:  _____

Print Name: Kathleen Reiland
Head of Corporate

Title: Development & Strategy

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	November 26, 2019	N/A	5920816	ZincFive, Inc.

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RECORDED: 12/17/2019

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