

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBIN POWERED, INC.		01/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	M/C 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86002855	ROBIN	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435780		
Email:	kceron@cooley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	036703.1885		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/KC/		
DATE SIGNED:	01/28/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 26, 2021, by and between COMERICA BANK, a Texas banking corporation ("Bank") and ROBIN POWERED, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of September 25, 2017, as amended by that certain First Amendment and Waiver to Loan and Security Agreement dated as of September 20, 2018 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Loan Agreement). Bank and Grantor propose to enter into a Second Amendment and Waiver to Loan and Security Agreement dated of even date herewith (the "Amendment"). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Amendment, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits to reflect such new Intellectual Property Collateral.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ROBIN POWERED, INC.

11 Farnsworth Street, Floor 2
Boston, MA 02210
Attention: Legal

By:  _____

Name: John O'Donnell

Title: Chief Financial Officer

BANK:

Address of Bank:

COMERICA BANK

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By:  _____

Name: Adam Malek

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
ROBIN	86/002,855	7/4/2013