

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solar Investments		06/02/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commonwealth Bank of Australia		
<b>Street Address:</b>	Level 2, 100 King William Street		
<b>City:</b>	Adelaide, SA 5000		
<b>State/Country:</b>	AUSTRALIA		
<b>Entity Type:</b>	Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4980114	PRE-SCREENED SOLAR PRO	
<b>Registration Number:</b>	5030103	SOLARREVIEWS	
<b>Registration Number:</b>	5034661	PRE-SCREENED SOLAR PRO 2015 SOLARREVIEWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8015327840		
<b>Email:</b>	rmorrison@parrbrown.com		
<b>Correspondent Name:</b>	Ryan Morrison		
<b>Address Line 1:</b>	Parr Brown Gee & Loveless		
<b>Address Line 2:</b>	101 South 200 East, Suite 700		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Ryan Morrison		
<b>SIGNATURE:</b>	/Ryan Morrison/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 8</b>			
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*[Execution Version]*

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of 2 June 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “**Agreement**”), is made by **SOLAR INVESTMENTS**, a Nevada corporation (“**Grantor**”), with an address at Level 10, 115 Grenfell Street, Adelaide, SA 5000, in favor of COMMONWEALTH BANK OF AUSTRALIA (together with its successors and assigns, the “**Lender**”), with an address of Level 2, 100 King William Street, Adelaide, SA 5000 (the “**Secured Party**”).

### RECITALS

A. Heaps Good Services Pty Ltd, as original borrower, Secured Party, as original lender, and certain other entities, as original guarantors, are parties to a Facility Agreement dated as of 2022, as amended, supplemented, or restated from time to time (the “**Facility Agreement**”).

B. Grantor is party to a Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Secured Party pursuant to which Grantor has granted to the Secured Party security interests in and liens on substantially all of Grantor’s assets, including without limitation all of Grantor’s intellectual property and specifically including all of Grantor’s registered patents, trademarks and copyrights and all of Grantor’s filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “**Intellectual Property**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

C. Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of the Secured Party’s liens in the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Facility Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any of the other Finance Documents, to secure the prompt payment and performance of all Obligations to the Secured Party, Grantor hereby collaterally assigns, pledges and grants to the Secured Party a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “**Intellectual Property Collateral**”):

(a) all of its copyright rights, copyright applications, copyright registrations in each work of authorship and derivative work thereof, whether published or unpublished,

registered or unregistered, now or hereafter existing, licensed, created, acquired or held, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals and extensions of the foregoing;

(b) all trademark and service mark rights, logos, designs, slogans, trade dress, and trade names, whether registered or not, applications to register and registrations of the same and like protections, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all patents, patent applications including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, all patents and patent applications to which any of the foregoing listed on Schedule 1 claims priority, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions in any of the foregoing;

(f) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) all applications, registrations, claims, causes of action, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(g) all income, royalties, fees, payments, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interests and liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes the Secured Party to file and record a copy of this Agreement, with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its intellectual property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby agrees to make a good faith effort to promptly, upon the acquisition by Grantor of any new Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to the Secured Party in accordance with this paragraph) after the date this Agreement, deliver to the Secured Party a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to the Secured Party to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes the Secured Party to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any **Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral** hereunder. In the event that Grantor acquires any such new Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes the Secured Party, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to the Secured Party that Schedule 1 sets forth a full, complete and correct list of all United States Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Security Agreement and/or any of the other Finance Documents shall constitute an **"Event of Default" under this Agreement**. Upon the occurrence of and during the continuance of any such Event of Default, the Secured Party, in addition to all other rights, options, and remedies granted to the Secured Party under the Security Agreement or any of the other Finance

Documents, or otherwise available to the Secured Party at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to the Secured Party under the Security Agreement or any of the other Finance Documents, Grantor hereby authorizes the Secured Party, its successors and assigns, and any **officer, employee, attorney or the Secured Party thereof, as Grantor's true and lawful attorney-in-fact**, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement which the Secured Party may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which the Secured Party may deem necessary or desirable in order for the Secured Party to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by the Secured Party, its successors and assigns, and any officer, employee, attorney of the Secured Party under this power of attorney. Grantor hereby unconditionally ratifies all actions that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with applicable law, the terms hereof and of the Security Agreement and any of the other Finance Documents. This power of attorney is coupled with an interest and is and shall be irrevocable until such time as this Agreement is terminated.

Section 9. Signature. Any signature delivered by Grantor by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and the Secured Party, and their respective successors and assigns, except that (i) Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party, and (ii) Secured Party may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Grantor, except as provided by the Finance Documents.

**IN WITNESS WHEREOF** the undersigned has caused this Agreement to be duly executed as of the date first written above.

**GRANTOR:**

**SOLAR INVESTMENTS**

a Nevada corporation

DocuSigned by:  
By: Andrew John Sendy  
Name: Andrew John Sendy  
Title: Director, President, and Treasurer

**Schedule 1**  
to  
**Intellectual Property Security Agreement**  
**PATENTS, TRADEMARKS, AND COPYRIGHTS**

**Part I: Registered trademarks and applications for trademark registrations**

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Licensed to or by Grantor
USA	Pre-Screened Solar Pro	--	--	4980114	June 14, 2016	No
USA	SolarReviews	--	--	5030103	August 30, 2016	No
USA	Pre-Screened Solar Pro 2015 SolarReviews	--	--	5034661	September 6, 2016	No

**Part II: Patents and patent applications**

Country	Title	Patent No.	Application Date	Date of Grant	Licensed to or by Grantor
	[None]				

**Part III: Copyright registrations and applications for copyright registrations**

Country	Work	Application No.	Application Date	Registration No.	Licensed to or by Grantor
	[None]				



**Exhibit A**  
**to**  
**Intellectual Property Security Agreement**  
**FORM OF SUPPLEMENT**

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**SUPPLEMENT NO. \_\_ TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SUPPLEMENT NO. \_\_ TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated \_\_\_\_\_ (the “**Supplement**”) is made by \_\_\_\_\_ (“**Grantor**”), with an address at \_\_\_\_\_, in favor of \_\_\_\_\_ (together with its successors and assigns, the “**Lender**”), with an address of \_\_\_\_\_ (the “**Secured Party**”).

W I T N E S S E T H

WHEREAS, Grantor and the Secured Party are parties to a certain Intellectual Property Security Agreement dated as of \_\_\_\_\_, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Agreement**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings directly or indirectly given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to the Secured Party a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether then owned or thereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Intellectual Property, Grantor shall deliver to the Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any of the other Finance Documents, to secure the prompt payment and performance of all Obligations to the Secured Party, Grantor hereby collaterally assigns, pledges and grants to the Secured Party a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes the Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to the Secured Party that Schedule I hereto sets forth a full, complete and correct list of all United States Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, and all of the provisions of the IP Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Agreement as of the date first written above.

**GRANTOR:**

**[SIGNATURE BLOCK TO BE INSERTED]**

**[SCHEDULE I TO BE INSERTED]**