

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5084573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ENCELL TECHNOLOGY, INC.	08/06/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CAPRICORN LIBRA INVESTMENT GROUP LP
<b>Street Address:</b>	250 UNIVERSITY AVENUE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9478793
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)609-6921
<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>	2126096800
<b>Email:</b>	psorge@mccarter.com
<b>Correspondent Name:</b>	MCCARTER & ENGLISH LLP
<b>Address Line 1:</b>	825 EIGHTH AVENUE
<b>Address Line 2:</b>	JOSEPH DANIELS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019
<b>ATTORNEY DOCKET NUMBER:</b>	128045-00001
<b>NAME OF SUBMITTER:</b>	JOSEPH P. DANIELS
<b>SIGNATURE:</b>	/Joseph P. Daniels/
<b>DATE SIGNED:</b>	08/06/2018
<b>Total Attachments: 7</b>	
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**PATENT**

**REEL: 046563 FRAME: 0483**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), entered into as of August 6, 2018, by and between Capricorn Libra Investment Group, LP, a Delaware limited partnership ("Lender"), and Encell Technology, Inc., a Delaware corporation ("Grantor"), is made with reference to those certain Senior Secured Convertible Promissory Notes (collectively, the "Notes") issued by Grantor in favor of Lender. Capitalized terms used but undefined herein shall have the meaning ascribed thereto in the Notes.

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

1. Grant of Security Interest. To secure Grantor's obligations to Lender under the Notes, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the Company Intellectual Property, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Notes, which are hereby incorporated by reference. The provisions of the Notes shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Company Intellectual Property are as provided by the Notes and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

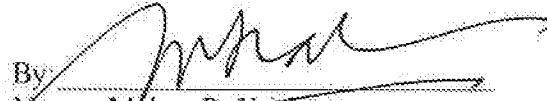
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[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:**

ENCELL TECHNOLOGY, INC.

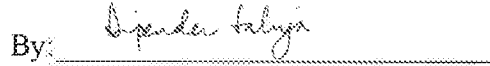
By: 

Name: Mohan R. Krishnan

Title: Chief Executive Officer

**LENDER:**

CAPRICORN LIBRA INVESTMENT  
GROUP, LP

By: 

Name: Dipender Saluja

Title: Managing Partner

EXHIBIT A

Copyrights

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
None.			

EXHIBIT B

## Patents

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Filed/Issue Date:</u>
Process of Preparing a Chemically Pre-Formed (CFP) Iron Negative Electrode with Oxidizing Compounds	US 9,478,793 B2	US 14,478,947	Issued	10/25/16
Iron Electrode Employing A Polyvinyl Alcohol Binder	US 9,478,806 B2	US 14,170,043	Issued	10/25/16
Battery Comprising A Coated Iron Anode	US 9,450,233 B2	US 14,174,049	Issued	9/20/16
Layered Iron Electrode	US 9,368,788 B2	US 14,164,405	Issued	6/14/16
Process for Forming A Battery Containing An Iron Electrode	US 9,287,592 B2	US 14,173,962	Issued	3/15/16
Elevator Backup System	Canada 27110771	N/A	Issued	3/15/16
Elevator Backup System	Japan 5727789	N/A	Issued	4/10/15
Rechargeable ZnMn Flat Plate Electrode Cell	US 8,968,424 B2	US 13,120,441	Issued	3/3/15
Rechargeable ZnMn Flat Plate Electrode Cell	US 8,968,915 B2	US 13,120,441	Issued	3/3/15
ZnMn Flat Plate Electrode Cell	US 8,968,917 B2	US 13,953,369	Issued	3/3/15
Prismatic Battery	US 8,883,345 B2	US 12,342,542	Issued	11/11/14
Method of Manufacturing Prismatic Battery	US 8,883,346 B2	US 12,826,535	Issued	11/11/14
Process of Preparing a Chemically Pre-Formed Iron Negative Electrode with Oxidizing Gasses	US 9,512,513 B2	US 14,478,990	Issued	12/6/16
Process of Preparing a Chemically Pre-Formed Iron Negative Electrode with Oxidizing Gasses	US 9,732,409 B2	US 14,478,990	Issued	8/15/17
Nickel Iron Battery Employing An Untreated Polyolefin Separator with a Surfactant in the Electrolyte	US 9,559,385 B2	US 14,174,131	Issued	1/31/17
Process of Preparing a Chemically Pre-Formed	US 9,816,170 B2	US 14,478,922	Issued	11/14/17

(CFP) Iron Negative Electrode with Water				
Nickel Iron Batter with a Chemically Pre-Formed (CFP) Iron Negative Electrode	US 9,935,312	US 14,788,896	Issued	4/3/18
Accelerated Formation and Increased Performance in Chemically Pre-Formed (CFP) Iron Negative Electrodes	US 9,997,767	US 14,478,843	Issued	6/12/18
Nickel Iron Battery Employing an Untreated Polyolefin Seperator with a Sarfactant in the Electrolyte	US 10,014,558	US 15,256,024	Issued	7/3/18



EXHIBIT C

Trademarks

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
Encell Technology	85376447	5,256,462	8/1/17

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RECORDED: 08/06/2018

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