

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Unlimited Power, Ltd.
40 Miler Lane
Greenville, SC 29607

2. Name and address of receiving party(ies)

Name: Backup Bridge, LLC
Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 17, 2018

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 25 Tucker Drive

City: Leominster

State: Massachusetts

Country: U.S.A. Zip: 01453

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

15/829,465

B. Patent No.(s)

9,865,903

D807,816

D815,030

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Walter F. Dawson, Esq.

Internal Address: Pearson & Pearson, LLC

Street Address: 10 George Street

City: Lowell

State: MA Zip: 01852

Phone Number: (978)452-1971

Docket Number: 36421

Email Address: patlaw@pearson-pearson.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 160875

Authorized UserName _____

9. Signature:

Walter F. Dawson

Signature

8-17-18

Date

Walter F. Dawson, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1450

CH \$200.00 15829465

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 17, 2018 by and among **BACKUP BRIDGE LLC.**, a Delaware limited liability company ("Lender"), and **UNLIMITED POWER LTD.**, a North Carolina corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, as borrower ("Borrower") (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Patents and Trademarks to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Borrower and Lender, 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 Borrower and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Patents and Trademarks listed on Exhibit A 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, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A 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 World Intellectual Property Organization at The Hague, as applicable.

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.


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

GRANTOR:

Address of Grantor:

40 Miler Lane
Greenville, South Carolina 29607

UNLIMITED POWER LTD.

By: 
Name: Christopher Petrella
Title: President and CEO

LENDER:

BACKUP BRIDGE LLC

By its Manager:

-BUB Management, LLC

Address of Lender:

25 Tucker Drive
Leominster, MA 01453

By: _____
Name: Arthur Maxwell
Title: Manager

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:

40 Miller Lane
Greenville, South Carolina 29607

UNLIMITED POWER LTD.

By: _____
Name: Christopher Petrella
Title: President and CEO

LENDER:

BACKUP BRIDGE LLC

By its Manager:

BUB Management, LLC

Address of Lender:

25 Tucker Drive
Leominster, MA 01453

By: _____
Name: Arthur Maxwell
Title: Manager

EXHIBIT A

Patents

<u>Description</u>	<u>Number</u>	<u>Issue/Publication/ Registration Date</u>
1. Portable Renewable Energy Power System Inventor: Christopher J. Petrella Assignee: Unlimited Power, Ltd.	U.S. Patent No. 9,865,903	January 9, 2018
2. Portable Renewable Energy Power System Inventor: Christopher J. Petrella Assignee: Unlimited Power, Ltd.	U.S. Patent Application No. 15/829,465	December 1, 2017
3. Portable Renewable Energy Generator Inventor: Christopher J. Petrella Assignee: Unlimited Power, Ltd.	U.S. Pat. No. D807,816	January 16, 2018
4. Portable Renewable Energy Generator Inventor: Christopher J. Petrella Assignee: Unlimited Power, Ltd.	U.S. Pat. No. D815,030	April 10, 2018
5. Housings for Battery (Two Designs) Creator of Design: Christopher J. Petrella Registration Holder: Unlimited Power, Ltd.	Hague International Registration No. DM/094 500 Pending in: EG (Egypt) EM (European Union) GH (Ghana) HR (Croatia) KR (Republic of Korea) OA (African IP Organization) PL (Poland) RS (Serbia) SG (Singapore) TR (Turkey) UA (Ukraine)	January 23, 2017

EXHIBIT A**Trademarks**

<u>Description</u>	<u>Serial Number or Registration Number (RegNo.)</u>	<u>Allowance Date or Registration Date</u>
1. UNLIMITED POWER Class 9: G&S-Photovoltaic solar modules for production of electricity; rechargeable batteries; solar batteries; solar panels for the production of electricity.	Serial No. 87170090	May 30, 2017
2. UNLIMITED POWER LTD. (words with design) Class 9: G&S-Photovoltaic solar modules for production of electricity; rechargeable batteries; solar batteries; solar panels for the production of electricity.	Serial No. 87170102	May 13, 2017
3. BakUpBox (words with design) Class 9: G&S-Photovoltaic solar modules for production of electricity; rechargeable batteries; solar batteries; solar panels for the production of electricity.	Reg. No. 5208326	May 23, 2017
4. BakUpBox Class 9: G&S-Photovoltaic solar modules for production of electricity; rechargeable batteries; solar batteries; solar panels for the production of electricity.	Reg. No. 5208324	May 23, 2017
5. SOMETHING NEW UNDER THE SUN Class 9: G&S-Photovoltaic solar modules for production of electricity; rechargeable batteries; solar batteries; solar panels for the production of electricity.	Serial No. 87170071	March 28, 2017