

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5600722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Execution Date
ENVISION AESC ENERGY DEVICES, LTD.	06/28/2019

RECEIVING PARTY DATA

Name:	SUMITOMO MITUSI BANKING CORPORATION, AS SECURITY AGENT
Street Address:	YUSEN-ODENMACHO BLDG 13-6, NIHONBASHI-KODENMA-CHO, CHUO-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	103-0001

PROPERTY NUMBERS Total: 103

Property Type	Number
Patent Number:	6069468
Patent Number:	6254761
Patent Number:	6291107
Patent Number:	6319628
Patent Number:	6372380
Patent Number:	6400120
Patent Number:	6432574
Patent Number:	6437540
Patent Number:	6444357
Patent Number:	6451473
Patent Number:	6461760
Patent Number:	6476587
Patent Number:	6497976
Patent Number:	6506514
Patent Number:	6558834
Patent Number:	6569571
Patent Number:	6593026
Patent Number:	6608468
Patent Number:	6664000
Patent Number:	6706440

PATENT

Property Type	Number
Patent Number:	6746796
Patent Number:	6767667
Patent Number:	6830848
Patent Number:	6864014
Patent Number:	6930467
Patent Number:	6977125
Patent Number:	6998190
Patent Number:	7019416
Patent Number:	7029790
Patent Number:	7150936
Patent Number:	7205071
Patent Number:	7289778
Patent Number:	7566828
Patent Number:	7981548
Patent Number:	8003249
Patent Number:	8049463
Patent Number:	8377596
Patent Number:	8435672
Patent Number:	8450007
Patent Number:	8455142
Patent Number:	8481199
Patent Number:	8487586
Patent Number:	8491673
Patent Number:	8617731
Patent Number:	8803483
Patent Number:	8814955
Patent Number:	9013146
Patent Number:	9118200
Patent Number:	9184476
Patent Number:	9196885
Patent Number:	9196926
Patent Number:	9263741
Patent Number:	9276417
Patent Number:	9281519
Patent Number:	9287591
Patent Number:	9312073
Patent Number:	9312718
Patent Number:	9325190

Property Type	Number
Patent Number:	9343740
Patent Number:	9356278
Patent Number:	9368992
Patent Number:	9395394
Patent Number:	9431833
Patent Number:	9444268
Patent Number:	9461484
Patent Number:	9472796
Patent Number:	9502712
Patent Number:	9525289
Patent Number:	9570776
Patent Number:	9601745
Patent Number:	9620784
Patent Number:	9620812
Patent Number:	9634307
Patent Number:	9641006
Patent Number:	9653761
Patent Number:	9735592
Patent Number:	9741979
Patent Number:	9768424
Patent Number:	9786896
Patent Number:	9793575
Patent Number:	9831691
Patent Number:	9847657
Patent Number:	9871231
Patent Number:	9871238
Patent Number:	9876257
Patent Number:	9923239
Patent Number:	9997745
Patent Number:	10038194
Patent Number:	10069177
Patent Number:	10078116
Patent Number:	10103360
Patent Number:	10164233
Patent Number:	10193184
Patent Number:	10217988
Patent Number:	10218029
Patent Number:	10218036

Property Type	Number
Patent Number:	10236487
Patent Number:	10236497
Patent Number:	10270121
Patent Number:	10290839
Patent Number:	10290854
Patent Number:	10305088
Patent Number:	10305108

CORRESPONDENCE DATA

Fax Number: (866)227-1809

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.

Phone: 800-927-9801 X62348

Email: pagodoa@gmail.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE, NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: 828286-5

NAME OF SUBMITTER: PENELOPE J.A. AGODOA

SIGNATURE: /pja/

DATE SIGNED: 07/01/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Envision AESC Energy Devices Ltd., a company incorporated in Japan (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Sumitomo Mitsui Banking Corporation, as agent, are parties to a Facilities Agreement dated 26 March 2019 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of June 28, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between the Grantor and Sumitomo Mitsui Banking Corporation, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) the Patent (as defined in the Security Agreement) owned by the Grantor referred to in Schedule I hereto;
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of the Patent; and
- (iii) all rights and benefits of the Grantor under any Patent License.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Enforcement Event (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise

transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28th day of June, 2019.

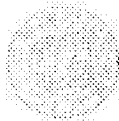
ENVISION AESC ENERGY DEVICES, LTD.,
AS GRANTOR

By: _____
Name: HARUMICHI SAWAMURA
Title: Representative Director

Acknowledged:

SUMITOMO MITSUI BANKING CORPORATION,
as Security Agent

東京都千代田区丸の内一丁目1番2号
株式会社三井住友銀行
代表取締役 高島 誠



By: _____

Name: Makoto Takashima

Title: Representative Director

SCHEDULE 1
REGISTERED PATENTS

Patent Number	Application Number	Owner	Date Granted
6069468	09/350,171	Envision AESC Energy Devices, Ltd.	5/30/2000
6254761	09/528,712	Envision AESC Energy Devices, Ltd.	7/3/2001
6291107	09/385,967	Envision AESC Energy Devices, Ltd.	9/18/2001
6319628	09/670,476	Envision AESC Energy Devices, Ltd.	11/20/2001
6372380	09/558,370	Envision AESC Energy Devices, Ltd.	4/16/2002
6400120	09/822,227	Envision AESC Energy Devices, Ltd.	6/4/2002
6432574	09/604,981	Envision AESC Energy Devices, Ltd.	8/13/2002
6437540	09/777,860	Envision AESC Energy Devices, Ltd.	8/20/2002
6444357	09/572,444	Envision AESC Energy Devices, Ltd.	9/3/2002
6451473	09/585,168	Envision AESC Energy Devices, Ltd.	9/17/2002
6461760	09/638,966	Envision AESC Energy Devices, Ltd.	10/8/2002
6476587	09/977,537	Envision AESC Energy Devices, Ltd.	11/5/2002
6497976	09/676,494	Envision AESC Energy Devices, Ltd.	12/24/2002
6506514	09/721,712	Envision AESC Energy Devices, Ltd.	1/14/2003
6558834	09/967,120	Envision AESC Energy Devices, Ltd.	5/6/2003
6569571	09/725,872	Envision AESC Energy Devices, Ltd.	5/27/2003
6593026	09/695,278	Envision AESC Energy Devices, Ltd.	7/15/2003
6608468	09/956,922	Envision AESC Energy Devices, Ltd.	8/19/2003
6664000	09/669,837	Envision AESC Energy Devices, Ltd.	12/16/2003
6706440	09/698,092	Envision AESC Energy Devices, Ltd.	3/16/2004
6746796	09/989,659	Envision AESC Energy Devices, Ltd.	6/8/2004
6767667	09/722,114	Envision AESC Energy Devices, Ltd.	7/27/2004
6830848	09/689,817	Envision AESC Energy Devices, Ltd.	12/14/2004
6864014	10/044,977	Envision AESC Energy Devices, Ltd.	3/8/2005
6930467	10/300,588	Envision AESC Energy Devices, Ltd.	8/16/2005
6977125	10/292,435	Envision AESC Energy Devices, Ltd.	12/20/2005
6998190	10/346,102	Envision AESC Energy Devices, Ltd.	2/14/2006
7019416	10/244,372	Envision AESC Energy Devices, Ltd.	3/28/2006
7029790	10/308,035	Envision AESC Energy Devices, Ltd.	4/18/2006
7150936	10/440,107	Envision AESC Energy Devices, Ltd.	12/19/2006
7205071	10/365,550	Envision AESC Energy Devices, Ltd.	4/17/2007
7289778	10/684,679	Envision AESC Energy Devices, Ltd.	10/30/2007
7566828	11/127,296	Envision AESC Energy Devices, Ltd.	7/28/2009
7981548	11/339,618	Envision AESC Energy Devices, Ltd.	7/19/2011
8003249	12/323,860	Envision AESC Energy Devices, Ltd.	8/23/2011
8049463	11/604,239	Envision AESC Energy Devices, Ltd.	11/1/2011
8377596	13/504,660	Envision AESC Energy Devices, Ltd.	2/19/2013
8435672	11/785,622	Envision AESC Energy Devices, Ltd.	5/7/2013
8450007	12/511,254	Envision AESC Energy Devices, Ltd.	5/28/2013
8455142	12/419,486	Envision AESC Energy Devices, Ltd.	6/4/2013
8481199	11/812,121	Envision AESC Energy Devices, Ltd.	7/9/2013
8487586	13/054,432	Envision AESC Energy Devices, Ltd.	7/16/2013
8491673	11/896,972	Envision AESC Energy Devices, Ltd.	7/23/2013
8617731	11/674,807	Envision AESC Energy Devices, Ltd.	12/31/2013
8803483	13/318,641	Envision AESC Energy Devices, Ltd.	8/12/2014
8814955	13/510,819	Envision AESC Energy Devices, Ltd.	8/26/2014
9013146	13/262,761	Envision AESC Energy Devices, Ltd.	4/21/2015
9118200	14/202,442	Envision AESC Energy Devices, Ltd.	8/25/2015

Patent Number	Application Number	Owner	Date Granted
9184476	13/515,564	Envision AESC Energy Devices, Ltd.	11/10/2015
9196885	13/578,196	Envision AESC Energy Devices, Ltd.	11/24/2015
9196926	13/883,953	Envision AESC Energy Devices, Ltd.	11/24/2015
9263741	13/132,549	Envision AESC Energy Devices, Ltd.	2/16/2016
9276417	14/378,912	Envision AESC Energy Devices, Ltd.	3/1/2016
9281519	13/810,506	Envision AESC Energy Devices, Ltd.	3/8/2016
9287591	14/008,465	Envision AESC Energy Devices, Ltd.	3/15/2016
9312073	13/578,209	Envision AESC Energy Devices, Ltd.	4/12/2016
9312718	13/989,871	Envision AESC Energy Devices, Ltd.	4/12/2016
9325190	13/811,720	Envision AESC Energy Devices, Ltd.	4/26/2016
9343740	13/186,995	Envision AESC Energy Devices, Ltd.	5/17/2016
9356278	14/007,240	Envision AESC Energy Devices, Ltd.	5/31/2016
9368992	14/001,215	Envision AESC Energy Devices, Ltd.	6/14/2016
9395394	13/697,964	Envision AESC Energy Devices, Ltd.	7/19/2016
9431833	14/131,571	Envision AESC Energy Devices, Ltd.	8/30/2016
9444268	13/991,674	Envision AESC Energy Devices, Ltd.	9/13/2016
9461484	14/374,014	Envision AESC Energy Devices, Ltd.	10/4/2016
9472796	13/821,893	Envision AESC Energy Devices, Ltd.	10/18/2016
9502712	14/241,777	Envision AESC Energy Devices, Ltd.	11/22/2016
9525289	14/381,817	Envision AESC Energy Devices, Ltd.	12/20/2016
9570776	14/430,244	Envision AESC Energy Devices, Ltd.	2/14/2017
9601745	14/767,804	Envision AESC Energy Devices, Ltd.	3/21/2017
9620784	14/118,338	Envision AESC Energy Devices, Ltd.	4/11/2017
9620812	13/977,842	Envision AESC Energy Devices, Ltd.	4/11/2017
9634307	14/422,222	Envision AESC Energy Devices, Ltd.	4/25/2017
9641006	14/379,365	Envision AESC Energy Devices, Ltd.	5/2/2017
9653761	14/421,230	Envision AESC Energy Devices, Ltd.	5/16/2017
9735592	14/381,886	Envision AESC Energy Devices, Ltd.	8/15/2017
9741979	14/408,325	Envision AESC Energy Devices, Ltd.	8/22/2017
9768424	14/771,549	Envision AESC Energy Devices, Ltd.	9/19/2017
9786896	14/241,928	Envision AESC Energy Devices, Ltd.	10/10/2017
9793575	14/423,753	Envision AESC Energy Devices, Ltd.	10/17/2017
9831691	14/425,218	Envision AESC Energy Devices, Ltd.	11/28/2017
9847657	14/775,303	Envision AESC Energy Devices, Ltd.	12/19/2017
9871231	14/411,237	Envision AESC Energy Devices, Ltd.	1/16/2018
9871238	15/023,091	Envision AESC Energy Devices, Ltd.	1/16/2018
9878257	14/895,667	Envision AESC Energy Devices, Ltd.	1/23/2018
9923239	14/118,288	Envision AESC Energy Devices, Ltd.	3/20/2018
9997745	14/772,433	Envision AESC Energy Devices, Ltd.	6/12/2018
10038194	14/912,999	Envision AESC Energy Devices, Ltd.	7/31/2018
10069177	14/766,501	Envision AESC Energy Devices, Ltd.	9/4/2018
10078116	14/380,781	Envision AESC Energy Devices, Ltd.	9/18/2018
10103360	14/775,783	Envision AESC Energy Devices, Ltd.	10/16/2018
10164233	15/129,253	Envision AESC Energy Devices, Ltd.	12/25/2018
10193184	15/506,573	Envision AESC Energy Devices, Ltd.	1/29/2019
10217988	15/543,597	Envision AESC Energy Devices, Ltd.	2/26/2019
10218029	15/121,428	Envision AESC Energy Devices, Ltd.	2/26/2019
10218036	14/775,194	Envision AESC Energy Devices, Ltd.	2/26/2019
10236487	14/894,553	Envision AESC Energy Devices, Ltd.	3/19/2019
10236497	14/904,729	Envision AESC Energy Devices, Ltd.	3/19/2019
10270121	14/908,370	Envision AESC Energy Devices, Ltd.	4/23/2019
10290839	15/305,688	Envision AESC Energy Devices, Ltd.	5/14/2019

Patent Number	Application Number	Owner	Date Granted
10290854	14/772,416	Envision AESC Energy Devices, Ltd.	5/14/2019
10305088	14/904,735	Envision AESC Energy Devices, Ltd.	5/28/2019
10305108	15/300,630	Envision AESC Energy Devices, Ltd.	5/28/2019