

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5623393

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
HYLIION, INC		07/16/2019
RECEIVING PARTY DATA		
Name:	DANA LIMITED	
Street Address:	3939 TECHNOLOGY DRIVE	
City:	MAUMEE	
State/Country:	OHIO	
Postal Code:	43537	
PROPERTY NUMBERS Total: 40		
Property Type	Number	
Patent Number:	9694712	
Patent Number:	9802508	
Patent Number:	9937819	
Patent Number:	10118505	
Patent Number:	10245972	
Application Number:	15948280	
Application Number:	16174795	
Application Number:	16371597	
Application Number:	15721345	
Application Number:	15898396	
Application Number:	15721410	
Application Number:	16237064	
Application Number:	16237032	
Application Number:	16237078	
Application Number:	16237533	
Application Number:	16237504	
Application Number:	16237519	
Application Number:	15999072	
Application Number:	62179209	
Application Number:	62403000	

PATENT

Property Type	Number
Application Number:	62403026
Application Number:	62460734
Application Number:	62402981
Application Number:	62403058
Application Number:	62407516
Application Number:	62612557
Application Number:	62612540
Application Number:	62612561
Application Number:	62612575
Application Number:	62612559
Application Number:	62612566
Application Number:	62547549
Application Number:	62466936
PCT Number:	US1754595
PCT Number:	US1754587
PCT Number:	US1818499
PCT Number:	US1800287
PCT Number:	US1868113
PCT Number:	US1630482
PCT Number:	US1820442

CORRESPONDENCE DATA

Fax Number:

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.

Email: AGhiam@andrewskurthkenyon.com

Correspondent Name: HUNTON AK LLP

Address Line 1: 200 PARK AVENUE

Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 021422-0000138

NAME OF SUBMITTER: ARMIN GHIAM

SIGNATURE: /Armin Ghiam/

DATE SIGNED: 07/17/2019

Total Attachments: 20

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PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is made as of July 16, 2019, by **HYLHION INC.**, a Delaware corporation ("Debtor"), whose place of business and chief executive office, as applicable (as those terms are used in the Code) is located at 1202 BMC Drive, Suite 100, Cedar Park, Texas 78613, in favor of **DANA LIMITED**, an Ohio limited liability company (the "Secured Party"), at 3939 Technology Drive, Maumee, Ohio 43537. Debtor hereby agrees with Secured Party as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

(b) The term "Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

(c) The term "Code" shall mean the Delaware Uniform Commercial Code as in effect in the State of Delaware on the date of this Agreement or as it may hereafter be amended from time to time.

(d) The term "Collateral" shall mean all of the property set forth below (as indicated) but not including the Excluded Assets:

(i) any right to payment for services rendered or for goods sold or leased which is not evidenced by an instrument or chattel paper, whether or not it has been earned by performance ("Accounts"), and all customer lists, subscription lists, invoices, agings, verification reports and other records relating in any way to such Accounts, and all of Debtor's rights in, to and under all purchase orders or contracts now owned or hereafter received or acquired by it for goods or services, and all of Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights) and all moneys due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it (whether or not yet earned by performance) or in connection with any other transaction, now in existence or hereafter arising; all promissory notes, drafts, bills of exchange, instruments, documents and trade acceptances (collectively, "Instruments"); all deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtor (including under any trade names), now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise (including, without limitation, any such obligations that would be characterized as an account, general intangible or chattel paper under the Code); and all rights now or hereafter existing in and to all security agreements, leases, guarantees and other contracts securing or otherwise relating to any such Accounts, Instruments, deposit accounts, general intangibles or obligations;

(ii) all machinery, equipment, tools, apparatus, furniture and leasehold improvements, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter may acquire any right, title or interest, and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including but not limited to all "equipment" as defined in the Code;

(iii) all writings which evidence both a monetary obligation and a security interest in or a lease of specific goods;

(iv) all contracts and agreements to which Debtor is a party or to which Debtor has any rights, together with all modifications, amendments or replacements of any of the foregoing, including, without limitation, (A) all rights of Debtor to receive moneys due and to become due to Debtor thereunder or in connection therewith, (B) all rights of Debtor to damages arising out of, or for, breach or default in respect thereof and (C) all rights of Debtor to perform and to exercise all remedies thereunder;

(v) all present and hereafter acquired inventory (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of services, in whole or in part, by Debtor wherever located, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form);

(vi) all general intangibles (as defined in the Code); all inventions, processes, production methods, proprietary information, trade secrets and know-how; all patents and applications for patents, copyrights, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof, and all licenses or other agreements granted to Debtor with respect to any of the foregoing, including the intellectual property identified in Schedule 1(d) attached hereto; all information, customer lists, advertising lists, advertising contracts, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, telephone numbers and telephone listings, catalogs, books, records, computer and automatic machinery software and programs, and the like pertaining to operations by or the business of Debtor and all licenses with respect thereto; all field accounting information and all media in which or on which any of the information or knowledge or data or records, may be recorded or stored and all computer

programs used for the compilation or printout of such information, knowledge, records or data; all licenses, consents, permits, variances, certifications and approvals of all Governmental Authorities now or hereafter held by Debtor pertaining to operations or business now or hereafter conducted; all rights to receive return of deposits and trust payments; all rights to payment under letters of credit and similar agreements; all tax refunds (including, without limitation, all federal and state income tax refunds and benefits of net operating loss carry forwards); and all causes of action, rights, claims and warranties now or hereafter owned or acquired by Debtor;

(vii) all rights, claims and benefits of Debtor against any person or entity arising out of, relating to or in connection with the Collateral;

(viii) the balance of every bank account and deposit account of Debtor and any other claim of Debtor against any lender, now or hereafter existing, liquidated or unliquidated, and all money, instruments, securities, documents, chattel paper, credits, claims, demands, income, and any other property, rights and interests of Debtor which at any time shall come into the possession or custody or under the control of any lender or any agent, affiliate or correspondent of any lender, for any purpose, and the proceeds thereof (Secured Party shall be deemed to have possession of any of the Collateral in transit to or set apart for Secured Party or any of its respective agents, affiliates or correspondents);

(ix) all equity interest in any entity, any debt instrument issued by any person or entity and any instrument convertible into any equity or debt interest (whether owned beneficially or of record) (collectively "Securities"); all shares, securities, monies or properties representing a distribution on any Securities or return of capital upon or in respect of any Securities or any part thereof, or resulting from a split-up, revision, reclassification or other like change of the Securities, or otherwise received in exchange therefor; all subscription rights, warrants or options issued to the holders of, or in respect of, the Securities; each certificate or other instrument evidencing any of the foregoing;

(x) all accounts of Debtor maintained with or through any other person or entity or persons or entities related to the acquisition, ownership, sale or other disposition of any interest in any security or interest in any security (including but not limited to all interest in any equity or debt security, option, warrant, put, call, futures agreements, commodity agreements, margin accounts, short positions and partnership interests), each deposit account (time, demand or other) in which any proceeds of or income from the foregoing may be on deposit, all general intangibles consisting of the foregoing and each agreement, document or instrument governing or evidencing any of the foregoing and all amendments and restatements thereof, and all claims of Debtor against any person or entity with respect to any of the foregoing;

(xi) all insurance policies and bonds and claims relating to any of the Collateral and payments thereunder;

(xii) all other personal property now owned of hereafter acquired by Debtor, including, without limitation, any and all documents, goods and other property in which a security interest would be created under Chapter 9 of the Code; and

(xiii) all accessions to, all substitutions for and replacements of, and all PROCEEDS and PRODUCTS of any and all of the foregoing Collateral and, to the extent not otherwise included, all (A) payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (B) all cash.

(e) The term "Excluded Assets" shall mean the property of Debtor listed on Schedule 1(e) hereof.

(f) The term "GAAP" shall mean generally accepted accounting principles.

(g) The term "Indebtedness" shall mean (i) all indebtedness, obligations and liabilities of Debtor to Secured Party pursuant to that certain Secured Convertible Promissory Note dated simultaneous herewith, in the principal amount of \$1,800,000.00 executed by Debtor and payable to the order of Secured Party (the "Promissory Note"), along with any other promissory notes issued by Debtor to Secured Party following the date hereof pursuant to the terms of that certain Bridge Note Purchase Agreement dated as of February 15, 2019 and any other Loan Documents (as defined below) entered into in connection therewith, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Debtor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all reasonable out-of-pocket costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable outside attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii), and (iv) above.

(h) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(i) The term "Permitted Liens" means (a) current or future liens securing any Capitalized Lease Obligations, (b) the liens set forth on Schedule 1(h) hereof, and (c) any current or future statutory or contractual landlord's liens.

All words and phrases used herein which are expressly defined in Section 1-201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1-201 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3. Representations and Warranties. In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) Ownership and Liens. Except for Permitted Liens, Debtor has good and marketable title to the Collateral free and clear of all liens, security interests or encumbrances, except for the security interest created by this Agreement. Debtor has not executed any other security agreement currently affecting the Collateral except in connection with Permitted Liens and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party or in connection with Permitted Liens.

(c) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will conflict with any provision of (i) any domestic or foreign law, statute, rule or regulation, or (ii) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor.

4. Rights of Secured Party. Secured Party shall have the rights contained in this Section 4 at all times during the period of time this Agreement is effective.

(a) Additional Financing Statements Filings; Defense of Title. Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Secured Party may determine, in its reasonable judgment, is necessary to ensure that the perfection of the security interest in the Collateral granted to the Secured Party herein, including, without limitation, describing such property as "all assets of the debtor, whether now existing or hereafter arising." Debtor further authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authorities (including the United States Patent and Trademark Office and the United States Copyright Office) record this Agreement. Debtor will take commercially reasonable steps to defend title to the Collateral against all persons and to defend the security interest

of the Secured Party in the Collateral and the priority thereof against any lien (other than Permitted Liens).

(b) Power of Attorney. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, during the continuance of an Event of Default, to take any action and to execute any instrument reasonably necessary or appropriate to accomplish the purposes of this Agreement.

5. Events of Default. The occurrence of any Event of Default described in Section 5.1 of that certain Note Purchase Agreement dated as of February 15, 2019, between Debtor and the Secured Party shall be an Event of Default hereunder.

6. Remedies and Related Rights. Upon the occurrence and during the continuance of any Event of Default Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iii) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(iv) buy the Collateral, or any portion thereof, at any public sale;

(v) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations; and

(vi) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code.

(b) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable out-of-pocket costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) incurred by Secured Party in connection with the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) to the payment of any other amounts required by applicable law (including without limitation, Section 9-615(a)(3) of the Code or any other applicable statutory provision); and

(v) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Debtor shall be liable for the deficiency.

(d) Limitation on Secured Party's Duty with Respect to the Collateral. Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale. Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control and shall account for monies actually received by it hereunder. Secured Party shall have no other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

7. Miscellaneous.

(a) Further Assurances. Secured Party agrees that Secured Party will take all actions that Debtor may reasonably request in order to create and/or maintain the validity, perfection or priority of any Permitted Liens, including the priority of such Permitted Liens over the liens of the Secured Party granted by this Agreement.

(b) Entire Agreement. This Agreement and the Exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the Collateral and no party shall be liable or bound to any other party in any manner by any

representations, warranties, covenants and agreements except as specifically set forth herein or in any document entered into by and between the parties in connection herewith.

(c) Amendment; Modification; Waiver. No amendment, modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by Debtor and the Secured Party.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied.

(e) Choice of Law; Submission to Jurisdiction; Waiver of Venue.

(i) The validity, interpretation and performance of this Agreement and the other Loan Documents and any dispute connected with this Agreement and the other Loan Documents will be governed by and determined in accordance with the statutory, regulatory and decisional law of the State of Delaware (exclusive of such state's choice of laws or conflicts of laws rules that would cause the application of the laws of any other jurisdiction) and, to the extent applicable, the federal statutory, regulatory and decisional law of the United States.

(ii) Any suit, action or proceeding against any party hereto based upon, with respect to, arising out of or relating to the subject matter of this Agreement or any other Loan Document, or any judgment entered by any court in respect thereof must be brought or entered in the Court of Chancery in the State of Delaware or the United States District Court for the District of Delaware, and each such party hereby irrevocably submits to the jurisdiction of such court for the purpose of any such suit, action, proceeding or judgment. Each party hereto hereby irrevocably waives any objection which either of them may now or hereafter have to the laying of venue of any suit, action or proceeding based upon, with respect to, arising out of or relating to this Agreement or any other Loan Document brought as provided in this subsection, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. To the extent each party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, each party hereto hereby irrevocably waives such immunity with respect to its obligations under this subsection. Except as otherwise provided herein, the parties hereto agree that exclusive jurisdiction of all disputes, suits, actions or proceedings between the parties hereto based upon, with respect to, arising out of or relating to the subject matter of this Agreement lies in the United States District Court for the District of Delaware, or the courts of the State of Delaware, as hereinabove provided.

**(f) WAIVER OF JURY TRIAL. EACH PARTY HERETO
ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY**

ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(F).

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(h) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address provided for in the Preamble hereto, or at such other address as Debtor or the Secured Party may designate by ten (10) days' advance written notice to the other party hereto

(i) Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Debtor may not assign this Agreement or delegate any of its obligations hereunder without the written consent of the Secured Party. The Secured Party may assign this Agreement and its rights hereunder at any time without consent of Debtor. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(j) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(k) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature hereto delivered by a party hereto

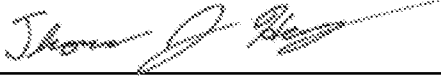
by facsimile transmission, PDF or electronic mail shall be deemed an original signature hereto.

[END OF TEXT-----SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date first written above.

DEBTOR:

HYLIION INC.,
a Delaware corporation

By: _____

Printed Name: Thomas J. Healy

Title: Chief Executive Officer

SECURED PARTY:

DANA LIMITED,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

EXECUTED as of the date first written above.

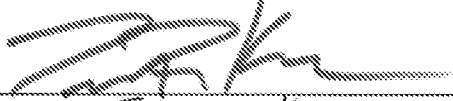
DEBTOR:

HYLIION INC.,
a Delaware corporation

By: _____
Printed Name: Thomas J. Healy
Title: Chief Executive Officer

SECURED PARTY:

DANA LIMITED,
an Ohio limited liability company

By:  _____
Printed Name: Timothy Kraws
Title: Sr. VP, Treasurer

[Pledge and Security Agreement]

SCHEDULE 1(D)

PATENTS IN FORCE

Patent No.	Title	Patent Date
9,694,712	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2017-07-04
9,802,508	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2017-10-31
9,937,819	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2018-04-10
10,118,505	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2018-11-06
10,245,972	Trailer-Based Energy Capture and Management	2019-04-02

PENDING PATENT APPLICATIONS

Application No.	Title	Filing Date
15/948,280	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2018-04-09
16/174,795	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2018-10-30
16/371,597	Trailer-Based Energy Capture And Management	2019-04-01
15/721,345	Vehicle Energy Management System and Related Methods	2017-09-29
15/898,396	Tractor Unit with On-Board Regenerative Braking Energy Storage for Stopover HVAC Operation without Engine Idle	2018-02-16

Application No.	Title	Filing Date
15/721,410	Vehicle Weight Estimation System and Related Methods	2017-09-29
16/237,064	Electric Drive Controller Adaptation to Through-The-Road (TTR) Coupled Primary Engine and/or Operating Conditions	2018-12-31
16/237,032	Supplemental Electric Drive With Primary Engine Recognition for Electric Drive Controller Adaptation	2018-12-31
16/237,078	On-Vehicle Characterization of Primary Engine with Communication Interface for Crowdsourced Adaptation of Electric Drive Controllers	2018-12-31
16/237,533	Electric Vehicle Energy Store with Fuel Tank form Factor and Mounting Configuration	2018-12-31
16/237,504	Regenerative Electrical Power System with State of Charge Management in View of Predicted and-or Scheduled Stopover Auxiliary Power Requirements	2018-12-31
16/237,519	Vehicle Immobilization Mechanism	2018-12-31
15/999,072	Battery Pack Optimization for Thermal Management	2018-08-17
62/179,209	Electric Tractor Trailer Sliding Suspension System	2015-05-01
62/403,000	Vehicle Thermal Management System and Related Methods	2016-09-30
62/403,026	Vehicle Energy Management System and Related Methods	2016-09-30
62/460,734	Tractor Unit with On-Board Regenerative Braking Energy Storage for Stopover HVAC Operation without Engine Idle	2017-02-17
62/402,981	Vehicle Weight Estimation System and Related Methods	2016-09-30

Application No.	Title	Filing Date
62/403,058	Trailer Based Energy Capture and Management	2016-09-30
62/407,516	Electric Axle System and Related Methods	2016-10-13
62/612,557	Supplemental Electric Drive Controller Adaptation to Through-The-Road (TTR) Coupled Primary Engine	2017-12-31
62/612,540	Supplemental Electric Drive With Primary Engine Recognition and Communication Interface for Supply of Controller Adaptations from Off-Vehicle Store	2017-12-31
62/612,561	On-Vehicle Characterization of Primary Engine with Communication Interface for Crowdsourced Adaptation of Supplemental Electric Drive Controllers	2017-12-31
62/612,575	Electric Vehicle Energy Store with Fuel Tank form Factor and Mounting Configuration	2017-12-31
62/612,559	Regenerative Electrical Power System with State of Charge Management in View of Predicted and-or Scheduled Stopover Auxiliary Power Requirements	2017-12-31
62/612,566	Trailer Supplemental Electric Drive with Immobilization Mechanism	2017-12-31
62/547,549	Battery Pack Optimization for Thermal Management	2017-08-18
62/466,936	Vehicle Battery Pack Including Structural Features For Reducing Size And Improving Ease Of Assembly	2017-03-03
PCT/US17/54595	Trailer-Based Energy Capture and Management	2017-09-29
PCT/US17/54587	Vehicle Energy Management System and Related Methods	2017-09-29
PCT/US18/18499	Tractor Unit with On-Board Regenerative Braking Energy Storage for Stopover HVAC Operation without Engine Idle	2018-02-16

Application No.	Title	Filing Date
PCT/US18/00287	Battery Pack Optimization for Thermal Management	2018-08-17
PCT/US18/68113	Supplemental Electric Drive with Primary Engine Recognition for Electric Drive Controller Adaptation and Crowdsourced Hybrid System Customization	2018-12-31
PCT/US16/30482	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
CA20162984156	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
CN20168025467	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
EP20160789915	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
JP20170556241	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
KR20177031617	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
MX20170014004	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
HK18113112.6	Motor Vehicle Accessory to Increase Power Supply and Reduce Fuel Requirements	2016-05-02
PCT/US18/20442	Vehicle Battery Pack Including Structural Features for Reducing Size and Improving Ease of Assembly	2018-03-01

REGISTERED TRADEMARKS IN FORCE

Trademark No.	Country	Trademark	Registration Date
5,644,039	US	HYLHON (and Design/Logo - Color)	2019-01-01
5,644,038	US	HYLHON (and Design/Logo B&W)	2019-01-01
5,633,302	US	HYLHON	2018-12-18
1,810,336	Australia	HYLHON (and Design/Logo - Color)	2016-11-18
1,810,335	Australia	HYLHON (and Design/Logo B&W)	2016-11-18
26,244,885	China	HYLHON	2018-08-28
26,244,775	China	HYLHON	2018-08-21
26,244,872	China	HYLHON	2018-08-21
26,246,448	China	HYLHON	2018-08-21
29,148,489	China	HYLHON	2019-01-07
29,148,490	China	HYLHON	2019-01-07
29,148,491	China	HYLHON	2019-04-07
23,794,571	China	HYLHON (and Design/ B&W)	2018-12-21
16,077,877	EU	HYLHON (and Design/Logo - Color)	2017-05-04
16,077,893	EU	HYLHON (and Design/Logo B&W)	2017-05-04
1,905,330	Mexico	HYLHON (and Design/Logo - Color)	2018-07-26
1,809,168	Mexico	HYLHON (and Design/Logo - Color)	2017-10-13
1,743,084	Mexico	HYLHON (and Design/Logo - Color)	2017-04-17
1,905,329	Mexico	HYLHON (and Design/Logo B&W)	2018-07-26

1,809,167	Mexico	HYLIION (and Design/Logo B&W)	2017-10-13
1,743,083	Mexico	HYLIION (and Design/Logo B&W)	2017-04-17

PENDING TRADEMARK APPLICATIONS

Application No.	Country	Title	Filing Date
1,809,180	Canada	HYLIION (and Design/Logo - Color)	2016-11-14
1,809,181	Canada	HYLIION (and Design/Logo B&W)	2016-11-14
23,794,573	China	HYLIION (and Design/Logo B&W)	2017-04-26
23,794,572	China	HYLIION	2017-04-26
1,806,009	Australia	HYLIION	2016-10-10

SCHEDULE 1(E)

Excluded Assets

AeroVironment ABC-150 Power Processing Battery Tester
Used 2015 Peterbilt 579 Truck VIN#s IXPBAP9X5FD269531 IXPBAP9X5FD269532 IXPBAP9X5FD269535
2018 Freightliner PT126SLP Tractor VIN# 3AKJHHDR3JSJS5737
2019 Freightliner CA 126 Tractor VIN# 3AKJHHDR5KSKE3138
Used 2011 Yale GP120VX ~ LPG Forklift Serial No. G813V03153J

SCHEDULE 1(H)**Permitted Liens**

Property	Lien Holder
27 Cylindrical GTX Factory Cat GTX 27C (#89273) Battery Powered Rider Scrubber/Sweeper	H&K Equipment Co., Inc.
AeroVironment ABC-150 Power Processing Battery Tester	Branch Banking and Trust Company (assigned from CCA Financial LLC)
Used 2015 Peterbilt 579 Truck VIN#s IXPBAP9X5FD269531 IXPBAP9X5FD269532 IXPBAP9X5FD269535	Branch Banking and Trust Company (assigned from CCA Financial LLC)
2018 Freightliner PT126SLP Tractor VIN# 3AKJHHDR3JSJS5737	Branch Banking and Trust Company (assigned from CCA Financial LLC)
2019 Freightliner CA 126 Tractor VIN# 3AKJHHDR5KSKE3138	Branch Banking and Trust Company (assigned from CCA Financial LLC)
Used 2011 Yale GP120VX -- LPG Forklift Serial No. G813V03153J	HYG Financial Services, Inc.
All assets filing for property located at 11801 Stonehollow Drive, Austin, TX 78758	TR Stonehollow Corp.
All assets filing for property located at 1200 BMC Drive, Cedar Park, TX 78613	Cedar Park Economic Development Corporation
All personal property of the Company (excluding inventory) located at 1200 BMC Drive, Cedar Park, Texas 78613	IGX Brushy Creek, LLC