

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5640468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MOTIV POWER SYSTEMS, INC., A DELAWARE CORPORATON	04/29/2019

RECEIVING PARTY DATA

Name:	GMIT LENDING COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY
Street Address:	4643 S. ULSTER STREET
Internal Address:	SUITE 1400
City:	DENVER
State/Country:	COLORADO
Postal Code:	80237

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	8519670
Patent Number:	8698351
Patent Number:	9000727
Patent Number:	10139848
Patent Number:	10180460
Patent Number:	9696743
Patent Number:	9568930
Patent Number:	9513324
Application Number:	15250906
Application Number:	62739109
Application Number:	16232022
Application Number:	16192147
Application Number:	16191996
Application Number:	16191444
Application Number:	16172036
Application Number:	15694735

CORRESPONDENCE DATA

PATENT

Fax Number: (312)360-6520

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: 3123606000

Email: trademarks@freeborn.com

Correspondent Name: ANDREW L. GOLDSTEIN

Address Line 1: 311 S WACKER DR

Address Line 2: SUITE 3000

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	31283-0001
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NAME OF SUBMITTER:	ANDREW L. GOLDSTEIN
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SIGNATURE:	/s/Andrew L. Goldstein
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DATE SIGNED:	07/29/2019
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 6

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AMENDED AND RESTATED
JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT (this "***Agreement***") is made as of April 29, 2019 by **MOTIV POWER SYSTEMS, INC.**, a Delaware corporation (the "***Grantor***"), to, and in favor of, **GMIT LENDING COMPANY, LLC**, a Colorado limited liability company (together with its successors and assigns, the "***Lender***").

RECITALS:

A. Reference is made to that certain Junior Patent and Trademark Security Agreement, dated as of February 20, 2019, as made by Grantor to, and in favor of, Lender (the "***Prior Agreement***").

B. The parties acknowledge and agree that this Agreement amends and restated the Prior Agreement, in its entirety, as provided herein. Notwithstanding the foregoing the parties further acknowledge and agree that such amendment and restatement of the Prior Agreement shall not be deemed or construed to be payment, satisfaction, discharge or novation of any indebtedness owed by, or otherwise on behalf of, Grantor under the Prior Agreement or any of the other Loan Documents.

C. Reference is further made to that certain Amended and Restated Junior Security Agreement, dated as of April 29, 2019, made by Grantor to, and in favor of, the Lender (as the same may be amended, modified, restated or replaced from time to time, the "***Security Agreement***") as additional security for the Notes (as such term is used and defined therein). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant to Lender a continuing security interest in and to all of 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 "***Patent and Trademark Collateral***"), whether now owned or existing or hereafter acquired or arising:

(a) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;

(b) each patent license, including, without limitation, each patent license listed on Schedule I annexed hereto, together with all goodwill associated therewith;

(c) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

(d) each trademark license, including without limitation, each trademark license listed on Schedule I annexed hereto, together with all goodwill associated therewith; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or trademark, including, without limitation, any patent or trademark referred to in Schedule I annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in Schedule I, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on Schedule I annexed hereto.

2. Further, the Liens (as such term is used and defined in the Security Agreement) granted pursuant to this Agreement are in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Patent and Trademark 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.

3. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf format shall be equally effective as delivery of an original executed counterpart.

4. This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of the Notes, the Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's Lien in and to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the pursuant to this Agreement and/or the Security Agreement.

5. The headings of Sections and Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words and terms used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof and the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive reference. Any reference to a particular agreement

shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement.

6. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereby irrevocably agree that: (a) any action or proceeding arising out of or relating to this Agreement and/or any of the other Loan Documents shall be commenced in any court of competent jurisdiction in the State of Delaware, or in the United States District Court for the District of Delaware; (b) summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail as provided in this Agreement, or as otherwise provided under the laws of the State of Delaware; (c) to the fullest extent permitted by law, such party waives any objection he/she/it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (d) to the fullest extent permitted by law, such party hereby waives its right to a jury trial for any claims that may arise out of this Agreement and/or any of the other Loan Documents.

7. Notwithstanding anything to the contrary herein, all parties hereto expressly acknowledge and agree as follows (with such capitalized terms having the respective meaning ascribed thereto in the Security Agreement):

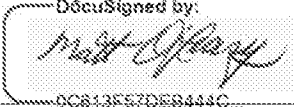
(a) this Agreement shall, at all times while any of the Senior Loans remains outstanding, be subordinate and junior to any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders (or any of them) as security for the Senior Loans (or any of them), including any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders under the Senior Security Agreements and/or any of the other Senior Loan Documents; and

(b) Grantor expressly covenants and agrees to pay, or see to the payment of, the Senior Loans and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any of the Senior Loan Documents.

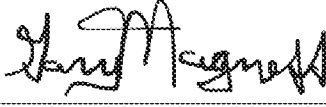
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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this AMENDED AND RESTATED JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

GRANTOR: **MOTIV POWER SYSTEMS, INC.**, a
Delaware corporation

DocuSigned by:

By: _____
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Matt O'Leary, Chief Executive Officer

LENDER: **GMIT LENDING COMPANY, LLC**, a
Colorado Limited liability company

By: 

Gary Magness, Manager

Signature Page to Amended and Restated Junior Patent and Trademark Security Agreement

SCHEDULE I
TO
AMENDED AND RESTATED
JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT
DATED AS OF APRIL 29, 2019

• **THE MOTIV POWER SYSTEMS, INC. PATENTS AND PATENT APPLICATIONS**

Patent. No.	Title	Serial No.	Issue Date	Filing Date
8,519,670	System and Method for Balancing Charge Within a Battery Pack	12/730,174	08-27-2013	03-23-2010
8,698,351	System And Method For Managing A Power System With Multiple Power Components	12/908,816	04-15-2014	10-20-2010
9,000,727	System and Method for Balancing Charge Within a Battery Pack	13/954,598	04-07-2015	07-30-2013
10,139,848	Generating Leakage Cancelling Current In Electric Vehicle Charging Systems	6/1/2017	11/27/2018	10,139,848
10,180,460	Performing Active Interrogation of Battery Packs in Situ to Obtain Precise SOC and SOH Estimates	1/20/2017	1/15/2019	10,180,460
9,696,743	Generating Leakage Cancelling Current In Electric Vehicle Charging Systems	2/4/2015	7/4/2017	9,696,743
9,568,930	System and Method For Managing a Power System With Multiple Power Components	3/31/2014	2/14/2017	9,568,930
9,513,324	System and Method of Load Testing Multiple Power Converters Without Dedicated Test Equipment	3/14/2014	12/06/16	9,513,324

U.S. Patent Applications:

Appl. Serial No.	Title	Filing Date	Status
15/250,906	Power Share Converter For Connecting Multiple Energy Storage Systems	08-29-2016	Pending
62/739,109	CHARGING APPARATUS AND METHODS	9/28/2018	Pending

16/232,022	Performing Active Interrogation of Battery Packs in Situ to Obtain Precise SOC and SOH Estimates	12/25/2018	Pending
16/192,147	Real-Time Reporting And Estimating of Mass of Vehicles Using Drive Characteristics	11/15/2018	Pending
16/191,996	Pre-Loading Drivetrain To Minimize Electric Vehicle Rollback And Increase Drive Responsiveness	11/15/2018	Pending
16/191,444	Powering Electric Vehicle Accessory Devices From Back EMF Generated By An Electric Motor	11/15/2018	Pending
16/172,036	Generating Leakage Canceling Current In Electric Vehicle Charging Systems	10/26/2018	Pending
15/694,735	Heat Pump Vehicle Thermal System	9/1/2017	Pending

• **MOTIV POWER SYSTEMS, INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Docket No.	Serial No.	Status
	MOT-T05	87925815	Published for Opposition
	MOT-T04	87818739	Pending
ELECTRIC POWERED INTELLIGENT CHASSIS	MOT-T03	87818738	Pending
EPIC	MOT-T02	87818732	Pending
	MOT-T01	86575842	Issued and Active

Schedule 1

4825147v1/31283-0001

RECORDED: 07/29/2019

PATENT
REEL: 049889 FRAME: 0331