

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5855291

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PIKA ENERGY, INC.		12/06/2019
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	20975 SWENSON DRIVE, SUITE 200	
City:	WAUKESHA	
State/Country:	WISCONSIN	
Postal Code:	53186	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	10411477	
Patent Number:	9148016	
Patent Number:	9512818	
Patent Number:	9551386	
Patent Number:	9886051	
Patent Number:	9966835	
Application Number:	15858061	
Application Number:	15948396	
Application Number:	16561977	
Application Number:	16533199	
Application Number:	62818593	
Application Number:	62818618	
Application Number:	62825170	
Application Number:	62924555	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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>		
Phone:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com	

Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/06/2019
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Total Attachments: 8

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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)

Pika Energy, Inc.

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

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

Execution Date(s) December 6, 2019

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 20975 Swenson Drive, Suite 200

City: Waukeesha

State: WI

Country: USA Zip: 53186

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)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 14

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

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

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera

Signature

December 6, 2019

Date

Elaine Carrera

Name of Person Signing

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

8

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 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, GENERAC POWER SYSTEMS, INC., a Wisconsin corporation (the “Lead Borrower”), entered into a Credit Agreement dated as of May 30, 2012, as amended as of May 31, 2013, as amended and restated as of May 29, 2015, as further amended as of November 2, 2016 and as further amended and restated as of June 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Lead Borrower, GENERAC ACQUISITION CORP., a Delaware corporation (“Holdings”), the Subsidiaries of the Lead Borrower listed on the signature pages thereto, as borrowers (and together with the Lead Borrower, collectively, the “Borrowers”), the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, JPMORGAN CHASE BANK, N.A. and WELLS FARGO BANK, N.A., as joint lead arrangers and as joint bookrunners;

WHEREAS, as a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrowers, and the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement the Grantors thereunder executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 30, 2012, as amended as of May 31, 2013 and as amended as of November 2, 2016 to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, pursuant to that certain Assumption Agreement, dated as of December 6, 2019, the Grantor became a party to the Collateral Agreement as a Grantor and a Guarantor thereunder;

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all Trademarks (other than any Excluded Assets), including, without limitation, each U.S. registration and application identified in Schedule 1 attached hereto;

(b) all Patents (other than any Excluded Assets), including, without limitation, each U.S. issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) all Copyrights (other than any Excluded Assets), including, without limitation, each U.S. Copyright registration and application identified in Schedule 1 attached hereto;

(d) all Trade Secrets (other than any Excluded Assets) and any of (a), (b) or (c) to which the Grantor is an exclusive licensee of any United States Trademark, Patent or Copyright, as identified in Schedule 1 attached; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including ".pdf" or ".tif"), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PIKA ENERGY, INC., as Grantor

By: 
Name: York A. Regen
Title: Treasurer

Signature Page to Intellectual Property Security Agreement

COPYRIGHTS

None.

PATENTS

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Owner
10411477 20130328403 13849320	10-SEP-2019 12-DEC-2013 22-MAR-2013	DISTRIBUTED SUBSTRING ARCHITECTURE FOR MAXIMUM POWER POINT TRACKING OF ENERGY SOURCES	PIKA ENERGY INC.
9148016 20120299386 13481404	29-SEP-2015 29-NOV-2012 25-MAY-2013	DC MICROGRID FOR INTERCONNECTING DISTRIBUTED ELECTRICITY GENERATION, LOADS, AND STORAGE	PIKA ENERGY INC.
9512818 20130183161 13744246	06-DEC-2016 18-JUL-2013 17-JAN-2013	LOW-COST MOLDED WIND TURBINE BLADE	PIKA ENERGY INC.
9551386 20130313054 13885544	24-JAN-2017 28-NOV-2013 06-AUG-2013	CENTRIFUGAL BRAKE FOR OVERSPEED PROTECTION	PIKA ENERGY INC.
9886051 20160018837 14867221	06-FEB-2018 21-JAN-2016 28-SEP-2015	DC MICROGRID FOR INTERCONNECTING DISTRIBUTED ELECTRICITY GENERATION, LOADS, AND STORAGE	PIKA ENERGY INC.
9966835 20170033679 15222380	08-MAY-2018 02-FEB-2017 28-JUL-2016	DETECTING GROUND FAULTS ON NON- ISOLATED DC SYSTEMS	PIKA ENERGY INC.
20180253117 15858061	06-SEP-2018 29-DEC-2017	DC MICROGRID FOR INTERCONNECTING DISTRIBUTED ELECTRICITY GENERATION, LOADS, AND STORAGE	PIKA ENERGY INC.
20180294712 15948396	11-OCT-2018 09-APR-2018	DETECTING GROUND FAULTS ON NON- ISOLATED DC SYSTEMS	PIKA ENERGY INC.
16561977	5-SEP-2019	TWO TERMINAL ELECTRICAL PROTECTIVE DEVICE	PIKA ENERGY INC.
16533199	6-AUG-2019	DISTRIBUTED SUBSTRING ARCHITECTURE FOR MAXIMUM POWER POINT TRACKING OF ENERGY SOURCES	PIKA ENERGY INC.
62818593	14-MAR-2019	MODULAR SMART BATTERY AND BATTERY MODULE FOR FAST SECURE FIELD ASSEMBLY	PIKA ENERGY INC.
62818618	14-MAR-2019	HIGH PERFORMANCE ENERGY STORAGE BATTERY MODULE	PIKA ENERGY INC.
62825170	28-MAR-2019	HIGH PERFORMANCE SMART BATTERY	PIKA ENERGY INC.
62924555	22-OCT-2019	COMPACT MODULAR ELECTRICAL LOAD MANAGEMENT SYSTEM	PIKA ENERGY INC.

TRADEMARKS

None.

EXCLUSIVE LICENSES OF U.S. COPYRIGHTS, PATENTS OR TRADEMARKS

None.