

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5882438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TERRA DRIVE SYSTEMS, INC.	12/18/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A.	
<b>Street Address:</b>	ONE BRYANT PARK	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10036	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16049052	
<b>Patent Number:</b>	7114518	
<b>Patent Number:</b>	9387881	
<b>Patent Number:</b>	8230772	
<b>Patent Number:</b>	8276376	
<b>Patent Number:</b>	8813487	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	8007130755	
<b>Email:</b>	Ted.Mulligan@wolterskluwer.com	
<b>Correspondent Name:</b>	CT CORPORATION	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	SYED HUMZA MOINUDDIN	
<b>SIGNATURE:</b>	/Syed Humza Moinuddin/	
<b>DATE SIGNED:</b>	12/23/2019	
This document serves as an Oath/Declaration (37 CFR 1.63).		

**Total Attachments: 6**

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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)/Execution Date(s):

TERRA DRIVE SYSTEMS, INC.

Execution Date(s) December 18, 2019

Additional names of conveying parties attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest  
☐ Executive Order 9424, confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal  
Address:

Street Address: : One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

See Attached Schedule 1

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

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

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 6

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name:

9. Signature: \_\_\_\_\_

Signature

December 23, 2019

Date

Syed Humza Moinuddin  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of December 18, 2019, is made by **TERRA DRIVE SYSTEMS, INC.** ("Grantor") in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

**WHEREAS**, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (the "USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Patent Collateral"):

(a) the Patents and Patent applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with

respect to the Patent Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


9. Disputes. All claims, disputes and controversies between Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

TERRA DRIVE SYSTEMS, INC., as Grantor

By: 

Name: Daniel Moorse

Title: Vice President and Secretary

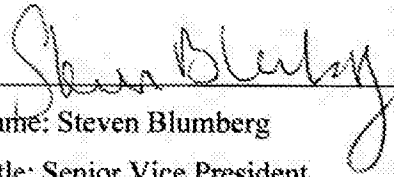
[Signature Page to Patent Security Agreement]

PATENT  
REEL: 051414 FRAME: 0875

AGREED TO AND ACCEPTED:

**BANK OF AMERICA, N.A.,**  
as Lender

By:

  
Name: Steven Blumberg  
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE 1****PATENTS AND PATENT APPLICATIONS**

<u>Country</u>	<u>Patent</u>	<u>Record Owner</u>	<u>Status in Patent Office</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	Oscillation Limited Driven Steering Track Assembly	Terra Drive Systems, Inc.	Pending – US Serial No. 16/049,052	N/A	NA
U.S.	Flow Regulating Valve	Terra Drive Systems, Inc.	Issued	7,114,518	October 3, 2006
U.S.	Land Vehicle Steering System Including Selective Inboard and Outboard Wheels Adjustment	Terra Drive Systems, Inc.	Issued	9,387,881	July 12, 2016
U.S.	Spindle with Hydraulic Passage Arrangement and Method of Manufacture	Terra Drive Systems, Inc.	Issued	8,230,772	July 31, 2012
U.S.	Hydraulic Circuit with Selectively Actuated Motor	Terra Drive Systems, Inc.	Issued	8,276,376	October 2, 2012
U.S.	Hydraulic Wheel Drive System with Selectively Actuated Motor	Terra Drive Systems, Inc.	Issued	8,813,487	August 26, 2014
France	Flow Regulating Valve	Terra Drive Systems, Inc.	Issued	1 647 748	
Germany	Flow Regulating Valve	Terra Drive Systems, Inc.	Issued	1 647 748	
Belgium	Flow Regulating Valve	Terra Drive Systems, Inc.	Issued	1 647 748	
PCT	Oscillation Limited Driven Steering Track Assembly	Terra Drive Systems, Inc.	Pending – Appl No. PCT/US19/043981		

[Schedule 1 – Patent Security Agreement]