

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6070733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INFINITUM ELECTRIC INC.	04/20/2020

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE, HF150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	10186922
Patent Number:	10141804
Patent Number:	10135310
Patent Number:	10340760
Patent Number:	10141803
Patent Number:	9260975
Application Number:	16365120
Application Number:	16176564
Application Number:	16212884
Application Number:	16178250
Application Number:	16171256
Application Number:	16031879
Application Number:	15866157
Application Number:	15866128
Application Number:	15866093

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.

Phone: 7033826485

Email: DHall@vlpawgroup.com
Correspondent Name: DAVIS HALL
Address Line 1: 12703 HITCHCOCK COURT
Address Line 4: RESTON, VIRGINIA 20191

ATTORNEY DOCKET NUMBER: SVB-INFINITUM

NAME OF SUBMITTER: DAVIS HALL

SIGNATURE: /DavisHall/

DATE SIGNED: 04/21/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 20, 2020, by and between SILICON VALLEY BANK ("Bank") and INFINITUM ELECTRIC INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated April 20, 2020 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

6. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INFINITUM ELECTRIC INC.

DocuSigned by:
Ben Schuler
73AD7AEAE428B47D...

Name: Ben Schuler

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Ellen Pizzuto
BC3D8FABBA7345B...

Name: Ellen Pizzuto

Title: Vice President

EXHIBIT A

Copyrights

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY DEVICE	20190238018 16365120	08/01/2019 03/26/2019
SYSTEM AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	20190214871 16176564	07/11/2019 10/31/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20190109504 16212884	04/11/2019 12/07/2018
SYSTEM, METHOD AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	20190074746 16178250	03/07/2019 11/01/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20190068017 16171256	02/28/2019 10/25/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	20180323689 16031879	11/08/2018 07/10/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	10186922 20180212489 15935883	01/22/2019 07/26/2018 03/26/2018
SYSTEM, METHOD AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	10141804 20180198355 15864709	11/27/2018 07/12/2018 01/08/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE COIL CONFIGURATION	20180198342 15866157	07/12/2018 01/09/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE MAGNET CONFIGURATION	20180198341 15866128	07/12/2018 01/09/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE WITH ALTERNATIVE CIRCUITS	20180198340 15866093	07/12/2018 01/09/2018

SYSTEM AND APPARATUS FOR MODULAR AXIAL FIELD ROTARY ENERGY DEVICE	10135310	11/20/2018
	20180198339	07/12/2018
	15864663	01/08/2018
SYSTEM AND APPARATUS FOR SEGMENTED AXIAL FIELD ROTARY ENERGY DEVICE	10340760	07/02/2019
	20180198338	07/12/2018
	15864604	01/08/2018
SYSTEM AND APPARATUS FOR AXIAL FIELD ROTARY ENERGY DEVICE	10141803	11/27/2018
	20180198327	07/12/2018
	15864544	01/08/2018
Apparatus and methods for electricity generation from exhaust of condenser of HVAC system	9260975	02/16/2016
	20140356167	12/04/2014
	13905693	05/30/2013

EXHIBIT C

Trademarks

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			

EXHIBIT D

Mask Works

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			