

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6475833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HYTECH POWER, LLC	06/14/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JC AVIATION INVESTMENTS, LLC	
<b>Street Address:</b>	7299 PERIMETER RD S	
<b>City:</b>	SEATTLE	
<b>State/Country:</b>	WASHINGTON	
<b>Postal Code:</b>	98108	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16031827
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(425)374-0921	
<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>	4257869734	
<b>Email:</b>	docketing@hansantos.com	
<b>Correspondent Name:</b>	HAN SANTOS, PLLC	
<b>Address Line 1:</b>	500 UNION STREET	
<b>Address Line 2:</b>	SUITE 800	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101	
<b>ATTORNEY DOCKET NUMBER:</b>	JCA.C0006-16031827	
<b>NAME OF SUBMITTER:</b>	SARAH FETEN	
<b>SIGNATURE:</b>	/Sarah M. Feten/	
<b>DATE SIGNED:</b>	12/31/2020	
<b>Total Attachments: 6</b>		
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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT ("**Agreement**"), dated as of June 14, 2018, between HyTech Power, LLC, a Washington limited liability company (the "**Debtor**"), and JC Aviation Investments, LLC, a Washington limited liability company (the "**Secured Party**").

Debtor and Secured Party hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC except it shall refer only to such claims in an amount in excess of \$5,000.00 that have been asserted in judicial proceedings.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement, dated as of the date hereof, by and between Debtor and Secured Party.

"UCC" means the Uniform Commercial Code as in effect in the State of Washington.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### **SECTION 2. Security Interest.**

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Debtor hereby assigns, transfers, conveys and grants to the Secured Party a

security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all 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 the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other Security Documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. and foreign patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to

file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Washington.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control. *In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.*

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other

*Execution Version*

electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

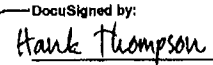
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Remainder of page intentionally left blank.]


*Execution Version*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement,  
as of the date first above written.

**HyTech Power, LLC, as Grantor**

By  DocuSigned by:  
Name: 1E5A944C18C24AA... Hank Thompson  
Title: Board Director & CEO  
Address for Notices:  
15340 NE 92nd St., Suite D  
Redmond, WA 98052

**JC Aviation Investments, LLC, as Secured  
Party**

By   
Name: Joe Clark  
Title: MGR.  
Address for Notices:

[Signature page to Patent Security Agreement]

*Execution Version*

**SCHEDULE A**  
**TO THE PATENT SECURITY AGREEMENT**

<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Canada	2,865,426	Feb-26-2013		
Mexico	MX/a/2014/010239	Feb-26-2013		
Hong Kong	15106396.0	Feb-26-2013		
China	201380021728.6	Feb-26-2013	ZL201380021728.6	May-03-2017
Republic of Korea	2014-7027476	Feb-26-2013		
European Patent Office	13754424.3	Feb-26-2013		
France (based on EP)	13754424.3	Feb-26-2013		
Germany (based on EP)	13754424.3	Feb-26-2013		
United Kingdom (based on EP)	13754424.3	Feb-26-2013		
Patent Cooperation Treaty	PCT/US2013/027792	Feb-26-2013		
United States of America	13/777,551	Feb-26-2013	9,267,428	Feb-23-2016
United States of America	15/003,465	Jan-21-2016		
Patent Cooperation Treaty	PCT/US2017/020996	Mar-06-2017		
United States of America	62/304,935	Mar-07-2016		
United States of America	15/451,266	Mar-06-2017		
United States of America	62/623,302	Jan-29-2018		