

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6746519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEUTRON HOLDINGS, INC.	06/04/2021
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 78	
Property Type	Number
Application Number:	16460681
Application Number:	16739520
Application Number:	16460674
Application Number:	16714327
Application Number:	35507941
Application Number:	15601938
Application Number:	29726989
Application Number:	29697693
Application Number:	29674983
Application Number:	29762914
Application Number:	17183338
Application Number:	17190154
Application Number:	16868395
Application Number:	17155573
Application Number:	29740390
Application Number:	17230697
Application Number:	17241681
Application Number:	17246363
Application Number:	17245764

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Property Type	Number
Application Number:	15598676
Application Number:	16142336
Application Number:	16811989
Application Number:	16729144
Application Number:	16362424
Application Number:	16362435
Application Number:	16705011
Application Number:	16728957
Application Number:	16887539
Application Number:	16660553
Application Number:	16875518
Application Number:	17061274
Application Number:	17071531
Application Number:	16937491
Application Number:	16940786
Application Number:	16878334
Application Number:	16659448
Application Number:	16559983
Application Number:	29634483
Application Number:	13645388
Application Number:	15189213
Application Number:	29705389
Application Number:	62980818
Application Number:	62984263
Application Number:	62563551
Application Number:	62815862
Application Number:	62915476
Application Number:	61542810
Application Number:	61723250
Application Number:	61785543
Application Number:	62785585
Application Number:	62524092
Application Number:	62647337
Application Number:	62647373
Application Number:	62775813
Application Number:	62788641
Application Number:	62785598
Application Number:	62854203

Property Type	Number
Application Number:	62848400
Application Number:	62775836
Application Number:	63018998
Application Number:	63010407
Application Number:	63018997
Application Number:	63019040
Application Number:	62748197
Application Number:	62747098
Application Number:	62870530
Patent Number:	9266445
Patent Number:	9399406
Patent Number:	10398962
Patent Number:	10486051
Patent Number:	D886220
Patent Number:	10981048
Patent Number:	10994190
Patent Number:	11021211
Patent Number:	10797497
Patent Number:	10933943
Patent Number:	D902789
Patent Number:	10974782

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: 212-390-4147

Email: vincent.martell@kirkland.com

Correspondent Name: KIRKLAND & ELLIS LLP

Address Line 1: ATTN: VINCENT MARTELL, PARALEGAL

Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	25150-13
NAME OF SUBMITTER:	VINCENT MARTELL
SIGNATURE:	/vincent martell/
DATE SIGNED:	06/04/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “*Agreement*”), effective as of June 4, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent for Lender (in such capacity, together with any successors and assigns, the “*Agent*”).

RECITALS

WHEREAS, pursuant to the Credit Agreement, dated as of June 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among NEUTRON HOLDINGS, INC., a Delaware corporation (“*Borrower*”), CLOVER PRIVATE CREDIT OPPORTUNITIES ORIGINATION II LP (in such capacity, “*PCO II*” or “*Clover*”); together with any other Person that shall have become a party to this Agreement as a Lender, collectively, the “*Lender*”) and Agent, the Lender have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Guaranty and Security Agreement, dated as of June 4, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Lender, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, Grantor’s right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof (collectively, the “*Patent Collateral*”), to the Collateral Agent, for the benefit of the Lender, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Lender, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

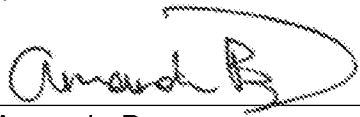
NEUTRON HOLDINGS, INC.,
a Delaware corporation,
as a Grantor

DocuSigned by:

By: Andrea Ellis
Name: Andrea Ellis
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patent Rights]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Amanda Berg
Title: Banking Officer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 056484 FRAME: 0251

SCHEDULE A

U.S. Patents and Applications

Patent	Status	Application No.	Patent No.	Issue Date
LIGHTWEIGHT TRANSPORT SYSTEM	Application allowed	16/460681		
LIGHT ELECTRIC VEHICLE THAT SUPPORTS THE WEIGHT OF A USER	Application allowed	16/739520		
ELECTRICALLY POWERED TRANSPORT VEHICLE WITH A LIGHTING SYSTEM	Application allowed	16/460674		
CONTROLLER FOR A LIGHT ELECTRIC VEHICLE	Application allowed	16/714327		
ELECTRIC SCOOTER	Application allowed	35/507941		
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	Pending	15/601938		
LIGHT ELECTRIC VEHICLE	Pending	29/726989		
SCOOTER	Pending	29/697693		
BATTERY	Pending	29/674983		
SCOOTER	Pending	29/762914		
VEHICLE OPERATION ZONE DETECTION	Pending	17/183338		
ARTIFICIAL INTELLIGENCE BASED REAL TIME VEHICLE PARKING VERIFICATION	Pending	17/190154		
SYSTEMS AND METHODS FOR VEHICLE PARKING MANAGEMENT	Pending	16/868395		
METHOD AND SYSTEM OF PROCESSING VEHICLE CHARGING INFORMATION	Pending	17/155573		
SCOOTER	Pending	29/740390		
LIGHT ELECTRIC VEHICLE BRAKE INSPECTION DEVICE	Pending	17/230697		
SELF-STERILIZING TOUCHPOINTS FOR LIGHT ELECTRIC VEHICLES	Pending	17/241681		
FLEXIBLE CONNECTOR MECHANISM FOR LIGHT ELECTRICAL VEHICLES	Pending	17/246363		
POWER TIER MANAGEMENT SYSTEM FOR LIGHT ELECTRIC VEHICLES	Pending	17/245764		
LIGHTWEIGHT TRANSPORT SYSTEM	Published	15/598676		
SYSTEM TO SUPPORT MULTIPLE BATTERY PACKS OF DIFFERENT CAPACITY AND A SENSOR SYSTEM	Published	16/142336		
ELECTRIC-POWERED PERSONAL TRANSPORT VEHICLE	Published	16/811989		
SAFETY MECHANISMS FOR A RECHARGEABLE BATTERY	Published	16/729144		
LOCK ASSEMBLY FOR SECURING A WHEELED VEHICLE	Published	16/362424		
DEVICE MOUNTING SYSTEM FOR A VEHICLE	Published	16/362435		
RECHARGEABLE BATTERY KIOSK THAT DYNAMICALLY ALTERS A CHARGING RATE OF RECHARGEABLE BATTERIES BASED ON USAGE DATA	Published	16/705011		
RECHARGEABLE BATTERY AND RECHARGEABLE BATTERY HOLSTER FOR LIGHT ELECTRIC VEHICLES	Published	16/728957		
POWER CONNECTOR CONDITION MONITORING	Published	16/887539		
LEVERAGING OPERATIONS DEPOTS FOR ANTENNA PLACEMENT TO GATHER PHASE AND POSITION DATA	Published	16/660553		
STEERING COLUMN CLAMP	Published	16/875518		
RECHARGEABLE BATTERY KIOSK FOR LIGHT ELECTRIC VEHICLES	Published	17/061274		

Patent	Status	Application No.	Patent No.	Issue Date
ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE	Published	17/071531		
PROMPTING METHOD OF BICYCLE INFORMATION, A DEVICE, A SERVER, AND A USER TERMINAL	Published	16/937491		
CONTROL METHOD OF A MOTORCYCLE, A CONTROL DEVICE OF A MOTORCYCLE AND A MOTORCYCLE	Published	16/940786		
METHOD OF BICYCLE PARKING MANAGEMENT AND A SYSTEM OF BICYCLE PARKING MANAGEMENT	Published	16/878334		
DETECTING TYPES OF TRAVEL CORRIDORS ON WHICH PERSONAL MOBILITY VEHICLES TRAVEL	Published	16/659448		
CREATING EASY-TO-UNDERSTAND INDICATIONS OF A VEHICLE STATE	Published	16/559983		
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	Issued	14/212606	9,266,445	2/23/2016
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	Issued	14/994506	9,399,406	7/26/2016
ELECTRICALLY POWERED TRANSPORT VEHICLE WITH A LIGHTING SYSTEM	Issued	15/893126	10,398,962	9/3/2019
BACKPACK FOR A PERSONAL TRANSPORT VEHICLE	Issued	15/877201	10,486,051	11/26/2019
ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE	Issued	29/660800	D886220	6/2/2020
COMPOSITE BOARD TO SUPPORT A WEIGHT OF A USER OF A PERSONAL TRANSPORTATION VEHICLE	Issued	16/142271	10,981,048	4/20/2021
BATTERY AND OTHER IMPROVEMENTS FOR A PERSONAL TRANSPORTATION VEHICLE	Issued	16/142299	10,994,190	5/4/2021
ELECTRIC ASSIST BICYCLE	Issued	16/016470	11,021,211	6/1/2021
RECHARGEABLE BATTERY KIOSK FOR LIGHT ELECTRIC VEHICLES	Issued	16/734187	10,797,497	10/6/2020
UPHILL SLOPE HOLD AND START ASSISTANCE FOR ELECTRIC VEHICLES	Issued	16/244042	10,933,943	3/2/2021
KICKSTAND	Issued	29/651104	D902789	11/24/2020
CONTROLLER FOR A LIGHT ELECTRIC VEHICLE	Issued	16/705172	10,974,782	4/13/2021
BACKPACK FOR AN ELECTRIC PERSONAL TRANSPORT VEHICLE	Abandoned	29/634483		
PERSONAL TRANSPORT VEHICLE	Abandoned	13/645388		
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	Abandoned	15/189213		
KICKSTAND	Abandoned	29/705389		
VEHICLE OPERATION ZONE DETECTION	Expired	62/980818		
ARTIFICIAL INTELLIGENCE BASED REAL TIME VEHICLE PARKING VERIFICATION	Expired	62/984263		
ELECTRIC PERSONAL TRANSPORT VEHICLE WITH VARIOUS IMPROVEMENTS	Expired	62/563551		
LIGHT ELECTRIC VEHICLE	Expired	62/815862		
ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE	Expired	62/915476		
VEHICLE CONTROLLED BY SENSING MOVEMENT OF RIDER CENTER OF GRAVITY USING AN ARRAY OF	Expired	61/542810		

Patent	Status	Application No.	Patent No.	Issue Date
PRESSURE SENSORS ON A FLEXIBLE PLATFORM				
EXPANDABLE MEMBER FOR A WHEEL	Expired	61/723250		
MOTOR CONTROL FOR A LIGHT ELECTRIC VEHICLE	Expired	61/785543		
SAFETY MECHANISMS FOR A RECHARGEABLE BATTERY	Expired	62/785585		
ELECTRIC ASSIST BICYCLE	Expired	62/524092		
LOCK ASSEMBLY FOR SECURING A WHEELED VEHICLE	Expired	62/647337		
MOBILE DEVICE MOUNT	Expired	62/647373		
BATTERY CHARGING KIOSK THAT DYNAMICALLY ALTERS A CHARGING RATE OF RECHARGEABLE BATTERIES BASED ON USAGE DATA	Expired	62/775813		
RECHARGEABLE BATTERY KIOSK FOR ELECTRIC VEHICLES	Expired	62/788641		
RECHARGEABLE BATTERY AND BATTERY HOLSTER FOR ELECTRIC VEHICLES	Expired	62/785598		
POWER CONNECTOR CONDITION MONITORING	Expired	62/854203		
STEERING COLUMN CLAMP	Expired	62/848400		
CONTROLLER FOR A VEHICLE	Expired	62/775836		
POWER TIER MANAGEMENT SYSTEM FOR LIGHT ELECTRIC VEHICLES	Expired	63/018998		
LIGHT ELECTRIC VEHICLE BRAKE INSPECTION DEVICE	Expired	63/010407		
SELF-STERILIZING TOUCHPOINTS FOR LIGHT ELECTRIC VEHICLES	Expired	63/018997		
FLEXIBLE CONNECTOR MECHANISM FOR LIGHT ELECTRIC VEHICLES	Expired	63/019040		
SYSTEMS, METHODS AND DEVICES FOR SIDEWALK DETECTION	Expired	62/748197		
SYSTEMS, METHODS AND DEVICES FOR USER MOBILITY TRANSPORTATION SAFETY, COMPLIANCE, AND PARKING	Expired	62/747098		
SYSTEMS AND METHODS FOR DETECTING TRAVEL CORRIDORS	Inactive	62/870530		