

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7114918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PEGASUS SOLAR INC.	05/20/2021

RECEIVING PARTY DATA

Name:	TRANSAMERICA LIFE INSURANCE COMPANY
Street Address:	227 W. MONROE ST., SUITE 6000
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	9473066
Patent Number:	9252310
Patent Number:	9810452
Patent Number:	9660570
Patent Number:	10277158
Patent Number:	10024580
Patent Number:	D823786
Patent Number:	10088201
Patent Number:	10845093
Patent Number:	10998847
Patent Number:	10601362
Patent Number:	D846162
Patent Number:	D856548
Application Number:	17001357
Application Number:	17120534
Application Number:	16801040
Application Number:	16818037
Application Number:	16889635
Application Number:	16889618
Application Number:	17102749

PATENT

Property Type	Number
Application Number:	17103682
Application Number:	29760441
Application Number:	17118771
Application Number:	17155624
Application Number:	63151008
PCT Number:	WO2016064912
PCT Number:	WO2015040555
PCT Number:	WO2014039563
PCT Number:	JP2017508431
PCT Number:	WO2015112761
PCT Number:	AU2015336012
PCT Number:	WO2017062861
PCT Number:	WO2020247661
PCT Number:	WO2021108696

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: 312-281-1116

Email: smaguire@hmbllaw.com

Correspondent Name: SUSAN MAGUIRE

Address Line 1: 500 W. MADISON ST., SUITE 3700

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	SUSAN MAGUIRE
---------------------------	---------------

SIGNATURE:	/Susan Maguire/
-------------------	-----------------

DATE SIGNED:	01/11/2022
---------------------	------------

Total Attachments: 8

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page1.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page2.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page3.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page4.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page5.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page6.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page7.tif

source=EXECUTED Patent Security Agreement - Pegasus Solar Inc (2021.05.20)#page8.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “**Agreement**”) is made as of May 20, 2021, by and between PEGASUS SOLAR INC, a Delaware corporation (“**Grantor**”), and TRANSAMERICA LIFE INSURANCE COMPANY (“**Secured Party**”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement, dated the date hereof, by and among Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor’s personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain Patents, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “**Collateral**” for purposes of this Agreement):

(a) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Patents**”);

(b) Any and all claims for damages by way of past, present and future infringement 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;

(c) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Patents; and

(e) 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.

Notwithstanding the foregoing the term “Collateral” shall not include any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a

provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;
- (c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within forty-five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Patents, (ii) detect infringements of the Patents and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Patents to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office: (i) those intellectual property rights listed on Exhibit A hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibit A), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and
- (g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party

of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Patents and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibit A, hereof, as appropriate, to include reference to any right, title or interest in any Patents acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Notices. Any notices required to be made hereunder shall be made in accordance with the terms of the Loan Agreement.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

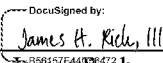
[Signature Pages Follow]

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

SECURED PARTY:

TRANSAMERICA LIFE INSURANCE COMPANY

By: Aegon USA Investment Management, LLC, its
Investment Manager

By:  _____
Name: James Rich
Title: Vice President

GRANTOR:

PEGASUS SOLAR INC

By: _____
Name: E. Kai Stephan
Title: Chief Executive Officer

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

SECURED PARTY:

TRANSAMERICA LIFE INSURANCE COMPANY

By: Aegon USA Investment Management, LLC, its
Investment Manager

By: _____
Name: _____
Title: _____

GRANTOR:

PEGASUS SOLAR INC

By: E Kai Stephan
Name: E. Kai Stephan
Title: Chief Executive Officer

EXHIBIT A

Patents

All owned by Grantor

<u>Owner</u>	<u>Country</u>	<u>Patent Number or Application Number</u>	<u>Issue Date or Application Date</u>	<u>Patent</u>
Pegasus Solar Inc	China	CN 107076464 B	10/20/2015	CLAMPS FOR SECURING SOLAR ENERGY PANELS
Pegasus Solar Inc	Japan	JP 6622213	3/30/2015	MOUNTING ASSEMBLIES FOR SOLAR PANEL SYSTEMS AND METHODS FOR USING THE SAME
Pegasus Solar Inc	Europe	EP2893633 A1	9/4/2013	WEAR REDUCTION SYSTEM FOR ROOFTOP MOUNTS
Pegasus Solar Inc	Japan	JP 6668248	1/22/2015	CORNER CONNECTION BRACKET FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	Australia	AU 2015336012	10/20/2015	CLAMPS FOR SECURING SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	US 9,473,066	3/27/2015	MOUNTING ASSEMBLIES FOR SOLAR PANEL SYSTEMS AND METHODS FOR USING THE SAME
Pegasus Solar Inc	USA	US 9,252,310	9/4/2013	WEAR REDUCTION SYSTEM FOR ROOFTOP MOUNTS
Pegasus Solar Inc	USA	US 9,810,452	1/26/2016	WEAR REDUCTION SYSTEM FOR ROOFTOP MOUNTS
Pegasus Solar Inc	USA	US 9,660,570	10/19/2015	CLAMPS FOR SECURING SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	US 10,277,158	5/2/2017	CLAMPS FOR SECURING SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	US 10,024,580	1/21/2015	CORNER CONNECTION BRACKET FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	D823,786	3/31/2015	ASYMMETRICAL SOLAR PANEL BRACKET ASSEMBLY
Pegasus Solar Inc	USA	US 10,08,8201	10/6/2016	SUPPORT ASSEMBLIES FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	US 10,845,093	9/28/2018	SUPPORT ASSEMBLIES FOR SOLAR ENERGY PANELS

<u>Owner</u>	<u>Country</u>	<u>Patent Number or Application Number</u>	<u>Issue Date or Application Date</u>	<u>Patent</u>
Pegasus Solar Inc	USA	US 10,998,847	8/21/2017	SOLAR MOUNTING ASSEMBLIES
Pegasus Solar Inc	USA	US 10,601,362	9/7/2017	TILE REPLACEMENT SOLAR MOUNTING SYSTEM
Pegasus Solar Inc	USA	US D846,162	9/1/2017	FLASHING - S
Pegasus Solar Inc	USA	US D856,548	9/1/2017	FLASHING - FLAT
Pegasus Solar Inc	USA	17/169,046*	2/5/2021	SOLAR MOUNTING ASSEMBLIES
Pegasus Solar Inc	USA	PCT/US20/36165	6/4/2020	ROOF ATTACHMENT PAN FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	17/001,357	8/24/2020	KIT OF CROSS-COMPATIBLE PARTS FOR MULTIPLE SOLAR INSTALLATION METHODS
Pegasus Solar Inc	USA	PCT/US20/47792	8/25/2020	KIT OF CROSS-COMPATIBLE PARTS FOR MULTIPLE SOLAR INSTALLATION METHODS
Pegasus Solar Inc	USA	17/120,534*	12/14/2020	HIDDEN END CLAMP
Pegasus Solar Inc	Europe	EP 3080526	1/22/2015	CORNER CONNECTION BRACKET FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	16/801,040	2/25/2020	METHOD OF PACKAGING FOR SOLAR MOUNTING ATTACHMENTS
Pegasus Solar Inc	USA	16/818,037	3/13/2020	COMPOSITE ROOF ACCESSORY MOUNT
Pegasus Solar Inc	USA	16/889,635	6/1/2020	SKIP RAIL SYSTEM
Pegasus Solar Inc	USA	PCT/US20/35874	6/3/2020	SKIP RAIL SYSTEM
Pegasus Solar Inc	USA	16/889,618	6/1/2020	ROOF ATTACHMENT PAN FOR SOLAR ENERGY PANELS
Pegasus Solar Inc	USA	17/102,749*	11/24/2020	TWIST-LOCK SOLAR MODULE CLAMP

<u>Owner</u>	<u>Country</u>	<u>Patent Number or Application Number</u>	<u>Issue Date or Application Date</u>	<u>Patent</u>
Pegasus Solar Inc	USA	PCT/US2020/062151*	11/25/2020	TWIST-LOCK SOLAR MODULE CLAMP
Pegasus Solar Inc	USA	17/103,682*	11/24/2020	ONE-PIECE BONDING SPLICE FOR RAILS
Pegasus Solar Inc	USA	PCT/US2020/062406*	11/25/2020	RAIL
Pegasus Solar Inc	USA	29/760,441*	12/1/2020	RAIL
Pegasus Solar Inc	USA	17/118,771*	12/11/2020	ONE-PIECE BONDING SPLICE FOR RAILS
Pegasus Solar Inc	USA	PCT/US2020/065160*	12/15/2020	RAIL
Pegasus Solar Inc	USA	17/155,624*	1/22/2021	ROW-TO-ROW BONDING JUMPER
Pegasus Solar Inc	USA	PCT/US2021/020708*	3/3/2021	HIDDEN END CLAMP
Pegasus Solar Inc	USA	63/151,008*	2/18/2021	HINGED SOLAR MOUNT

* Canadian Patents are included herein for the purposes of completeness of disclosures to the Secured Party, understanding that the USPTO cannot register these.