

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7142575

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VIRIDI PARENTE, INC.	12/21/2021
RECEIVING PARTY DATA		
Name:	GRAND OAKS VP I, LLC	
Street Address:	1 FISHERS ROAD	
City:	PITTSFORD	
State/Country:	NEW YORK	
Postal Code:	14534	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9484602	
Patent Number:	10442481	
Patent Number:	10749224	
Application Number:	16276915	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	5859872800	
Email:	patents@woodsoviatt.com	
Correspondent Name:	WOODS OVIATT GILMAN LLP	
Address Line 1:	1900 BAUSCH & LOMB PLACE	
Address Line 4:	ROCHESTER, NEW YORK 14604	
ATTORNEY DOCKET NUMBER:	GO100.122326	
NAME OF SUBMITTER:	KATHERINE H. MCGUIRE, ESQ.	
SIGNATURE:	/Katherine H. McGuire/	
DATE SIGNED:	01/26/2022	
Total Attachments: 12		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of December 21, 2021 is made by Viridi Parente, Inc., a Delaware corporation (the “**Company**”), the existing Subsidiaries of the Company, as set forth in the Security Agreement, and any “**Additional Grantors**” who may become a party to this IP Security Agreement (collectively, the Company, the Subsidiaries, and the Additional Grantors, the “**Grantors**”, and each individually a “**Grantor**”) and delivered to Grand Oaks VP I, LLC, a Delaware limited liability company, in its capacity as collateral agent (in such capacity and together with any successors in such capacity, the “**Agent**”) under that certain Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of December 21, 2021 made by and among Viridi Parente, Inc., a Delaware corporation (the “**Company**”), and the Grantors party thereto, in favor of the Agent.

RECITALS

WHEREAS, the Company and the Secured Parties have previously entered into the Secured Convertible Note Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Company is issuing and selling (a) to the Secured Parties, Secured Convertible Promissory Notes in the aggregate principal amount of [REDACTED] (the “**Closing Notes**”), and (b) to Grand Oaks VP I, LLC, a Secured Delayed Draw Convertible Promissory Note in the maximum principal amount of [REDACTED] (the “**Delayed Draw Note**”);

WHEREAS, the Closing Notes and Delayed Draw Note accrue interest at the rate of [REDACTED] per annum (prior to an Event of Default) and provide for the quarterly payment of [REDACTED] of the accrued interest in cash and the other [REDACTED] by the Company’s issuance of PIK Convertible Promissory Notes in the form attached as Exhibit A to the Closing Notes and the Delayed Draw Note, respectively, (the “**PIK Note**” and together with the Closing Notes and the Delayed Draw Note, the “**Bridge Financing Notes**”);

WHEREAS, under the Purchase Agreement it is a condition precedent to the obligation of the Purchasers (as defined therein) to advance funds to the Company pursuant to the Closing Notes and the Delayed Draw Note, that the Grantors shall have executed and delivered this IP Security Agreement and the Security Agreement to the Agent for the ratable benefit of the Secured Parties to secure the payment and performance of all of the Obligations; and

WHEREAS under the terms of the Purchase Agreement and Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, the intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

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

(e) 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

(f) 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, dilution, misappropriation, violation, 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.

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

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

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

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

6. Additional Grantors. Pursuant to Section 6.10 of the Purchase Agreement, the Grantors shall cause each Subsidiary formed or acquired after the date hereof, to become a party to this Agreement and shall execute such other documents as the Agent may request, including, but not limited to the form of Joinder Agreement attached hereto as Exhibit A.

7. Governing Law. This IP 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 IP 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).

[SIGNATURE PAGE FOLLOWS]

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

Viridi Parente, Inc.

By: Jon M. Williams
Name: Jon M. Williams
Title: Chief Executive Officer

Green Machine Equipment, Inc.,

By: Jon M. Williams
Name: Jon M. Williams
Title: Chairman

Volta Energy Products, Inc.

By: Jon M. Williams
Name: Jon M. Williams
Title: Chairman

Volta (Wuxi) Trading Co., Ltd.

By: Jon M. Williams
Name: Jon M. Williams
Title: Managing Director

AGREED TO AND ACCEPTED:

GRAND OAKS VP I, LLC

By: Matthew Ray

Name: Matthew Ray

Title: Vice President

Address for Notices:

1 Fishers Road
Pittsford, NY 14534

Signature Page to IP Security Agreement

PATENT
REEL: 058780 FRAME: 0969

SCHEDULE 1

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Goods and Services
GREEN MACHINE	US	Registered	86/045,844	2013-08-22	4744358	2015-05-26	7 - Earth moving machines
GREEN MACHINE	US	Published	90/210,429	2020-09-25			12 - Road vehicles
GREEN MACHINE	United Kingdom	Registered	3211264	2017-02-07	3211264	2017-06-16	7 - Agricultural, earthmoving, construction, oil and gas extraction and mining equipment; Earth moving machines. 25 - Clothing; footwear; headgear; Clothing, namely, shirts and hats.
GREEN MACHINE	European Union	Registered	016324253	2017-07-02	016324253	2017-02-06	
GREEN MACHINE	Japan	Registered	5986369	2017-02-07	5986369	2017-10-06	
GREEN MACHINE	International	Application	0102891	2020-12-07			7 - Earth moving machines
GREEN MACHINE (WORDS AND LOGO)	US	Registered	86/164,060	2014-01-13	4956333	2016-05-10	25 - Clothing, namely, shirts and hats
GREEN MACHINE (WORDS AND LOGO)	Canada	Registered	1821559	2017-02-06	1032107	2019-06-26	1 - Earth moving machines 7 - Machinery
LITHIUM WHISPERDRIVE	US	Registered	86163940	2014-01-13	4956331	2016-05-10	7 - Commercial construction equipment, namely, electric generators; earth moving machines, namely, excavators; and front-end loaders
LITHIUM WHISPERTECH	US	Registered	86163865	2014-01-13	4956330	2016-05-10	7 - Commercial construction equipment, namely, electric generators, hydraulic excavators, and front-end loaders

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LITHIUM WHISPERTRAK	US	Registered	86163967	2014-01-13	4956332	2016-05-10	7 - Track-driven commercial construction equipment, namely, tire chains and over-the-tire track systems for skid-steer loaders and other construction machinery
VIRIDI PARENTE	US	Allowed	88/848,923	2020-03-26			9 - Battery technology being batteries, energy storage systems comprised primarily of electricity storage batteries 11 - Energy storage systems comprised primarily of energy storage plants clothing, including shirts, hats, and jackets 12 - Off highway vehicles and on highway vehicles, namely, utility vehicles and delivery trucks
VIRIDI PARENTE	US	Allowed	88/848,887	2020-03-26			9 - Battery technology, being batteries, energy storage systems comprised primarily of electricity storage batteries 11 - Energy storage systems comprised primarily of energy storage plants 12 - Off highway vehicles and on highway vehicles, namely, utility vehicles and delivery trucks
VOLTA (LOGO)	US	Application	90/833,310	2021-07-16			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised of energy storage plants and battery pack systems
VOLTA ENERGY PRODUCTS	US	Allowed	88/848,900	2020-03-26			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - clothing, namely, shirts, hats, and jackets

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VOLTA ENERGY PRODUCTS	US	Allowed	88,848,875	2020-03-26			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (LOGO)	European Union	Published	018444026	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (LOGO)	Canada	Application	2096067	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (LOGO)	Korea	Application	40-2021-0066770	2021-03-30			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (LOGO)	Japan	Application	2021-038842	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets

VOLTA ENERGY PRODUCTS (LOGO)	United Kingdom	Published	3619335	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (WORD MARK)	European Union	Application	018444021	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (WORD MARK)	Canada	Application	2096065	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (WORD MARK)	Korea	Application	40-2021-0066780	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
VOLTA ENERGY PRODUCTS (WORD MARK)	Japan	Application	2021-038843	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets

VOLTA ENERGY PRODUCTS (WORD MARK)	United Kingdom	Application	3619321	2021-03-31			9 - Energy storage systems comprised primarily of electricity storage batteries, batteries 11 - Energy storage systems comprised primarily of energy storage plants 25 - Clothing, namely, shirts, hats, and jackets
WHISPERDRIVE	US	Registered	88/848,844	2020-03-26	6540585	2021-10-26	7 - Earth moving machines 12 - on-highway vehicles and off-highway vehicles, namely, automobiles, boats, and airplanes 25 - clothing, namely, shirts, hats, and jackets
WHISPERDRIVE	International	Registered	A0106024	2021-03-02	1 585 971	2021-03-02	7 - Earth moving machines 12 - on-highway vehicles and off-highway vehicles, namely, automobiles, boats, and airplanes 25 - clothing, namely, shirts, hats, and jackets
WHISPERDRIVE	Canada	Application	2099883	2021-03-02			7 - Earth moving machines 12 - on-highway vehicles and off-highway vehicles, namely, automobiles, boats, and airplanes 25 - clothing, namely, shirts, hats, and jackets
WHISPERDRIVE	European Union	Registered	1585971	2021-04-15	1585971	2021-09-06	7 - Earth moving machines 12 - on-highway vehicles and off-highway vehicles, namely, automobiles, boats, and airplanes 25 - clothing, namely, shirts, hats, and jackets

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WHISPERTECH (WORD MARK)	US	Application	88/848,806	2020- 03-26			9 - Energy storage systems comprised primarily of electricity storage batteries providing commercial, residential, industrial, backup power for small scale applications 11 - Energy storage systems comprised primarily of energy storage plants providing commercial, residential, industrial, backup power for small scale applications 25 - clothing, namely, shirts, hats, and jackets
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Patents

Title	Country	Status	Filed Date	Application Number	Grant Date	Patent No.
IMPROVED RECHARGEABLE BATTERY POWER SYSTEM HAVING A BATTERY WITH MULTIPLE USES	Canada	Application	2016-03-29	2925319		
RECHARGEABLE BATTERY POWER SYSTEM HAVING MULTIPLE USE BATTERY	US	Granted	2014-08-21	14/465,681	2016-11-01	9,484,602
METHOD OF REBUILDING A USED PIECE OF EQUIPMENT COMPRISING REPLACING AN INTERNAL COMBUSTION ENGINE WITH A RECHARGEABLE BATTERY POWER SYSTEM	US	Granted	2016-10-28	15/337,521	2019-10-15	10,442,481
RECHARGEABLE BATTERY POWER SYSTEM HAVING A BATTERY WITH MULTIPLE USES	US	Granted	2015-08-17	14/827,965	2020-08-18	10,749,224
IMPROVED RECHARGEABLE BATTERY POWER SYSTEM HAVING A BATTERY WITH MULTIPLE USES	United Kingdom	Granted	2016-03-31	1605445.4	2018-09-11	2541484
IMPROVED RECHARGEABLE BATTERY POWER SYSTEM HAVING A BATTERY WITH MULTIPLE USES	United Kingdom	Granted	2016-03-31	1717640.5	2019-05-22	2557442
RECHARGEABLE BATTERY POWER SYSTEM HAVING A BATTERY WITH MULTIPLE USES	US	Allowed	2019-02-15	16/276,915		
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PATENT**REEL: 058780 FRAME: 0976****RECORDED: 01/26/2022**