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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7134414

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
ECAMION INC.	01/21/2022

RECEIVING PARTY DATA

Name:	CH ECAMION, LLC, AS COLLATERAL AGENT	
Street Address:	430 PARK AVENUE, 19TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	9812689
Patent Number:	9979202
Application Number:	16972226
Application Number:	17465295
Application Number:	17465289
Application Number:	17551301

CORRESPONDENCE DATA

Fax Number: (404)443-5599

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: 404-443-5647

Email: cfraser@mcguirewoods.com **Correspondent Name:** CAROL FRASER, PARALEGAL

Address Line 1: 1230 PEACHTREE STREET, SUITE 2100

Address Line 2: MCGUIREWOODS LLP Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	ECAMION - 2081996.0002
NAME OF SUBMITTER:	CAROL FRASER
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	01/21/2022

Total Attachments: 8 source=Ecamion - Intellectual Property Security Agreement (US)#page1.tif source=Ecamion - Intellectual Property Security Agreement (US)#page2.tif source=Ecamion - Intellectual Property Security Agreement (US)#page3.tif source=Ecamion - Intellectual Property Security Agreement (US)#page4.tif source=Ecamion - Intellectual Property Security Agreement (US)#page5.tif source=Ecamion - Intellectual Property Security Agreement (US)#page6.tif source=Ecamion - Intellectual Property Security Agreement (US)#page7.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 21, 2022 (this "Agreement"), is made by ECAMION INC., a Canadian corporation (the "Grantor") in favor of CH ECAMION, LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the ratable benefit of itself and the Purchasers (as defined below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantor, the other borrowers and guarantors party thereto, Collateral Agent and the Purchasers from time to time party thereto (the "Purchasers") have entered into a Note and Warrant Purchase Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Grantor and Collateral Agent have entered into the U.S. Security and Pledge Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Collateral Agent for the ratable benefit of itself and Purchasers; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

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 Purchase Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under its Intellectual Property, including, without limitation, the following (all of which shall collectively be called the "Collateral" for purposes of this Agreement):
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 Schedule 1 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 the 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 <u>Schedule 2</u> attached hereto (collectively, the "<u>Patents</u>");

- (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 the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Schedule 3</u> attached hereto (collectively, the "<u>Trademarks</u>");
- (f) 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;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents, or Trademarks; and
- (i) 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 Excluded Collateral of the type described in clauses (i) and (iii) of the definition thereof set forth in the Security Agreement.

- 2. This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of itself and the Purchasers, under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Note Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Security Agreement or any of the Notes Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.
- 3. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page by facsimile, .pdf format or similar electronic transmission shall be deemed to be the same as the delivery of an executed original.
- 4. Sections 11.7 (Governing Law) and 11.8 (Jurisdiction, Jury Trial Waiver, Etc.) of the Purchase Agreement are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

GRANTOR:

ECAMION INC.

By: /////////
Name: Carmine Przzurro

Title: President

[Intellectual Property Security Agreement - U.S.]

By: Cleanhill Partners UGP, LLC, its manager By: Wilson Title: Managing Member By: LShwini Upadhyaya Name: Ashwini Upadhyaya

Title: Managing Member

Accepted and agreed:

REEL: 058807 FRAME: 0209

SCHEDULE 1

Copyrights

None.

SCHEDULE 2

Patents

Owner	Patent Registration ID	Jurisdiction	Patent Name	Status
Ecamion Inc.	9,812,689	United States of America	Community Energy Storage System With Battery Bank Deactivation	Issued
Ecamion Inc.	9,979,202	United States of America	A Control, Protection And Power Management For An Energy Storage System	Issued
Ecamion Inc.	16/972,226	United States of America	Electric Vehicle Charging Station And Method Of Controlling The Same	Pending (Recordal To Perfect Title In Name of eCamion Inc. In Progress; Filed December 4, 2020)
Ecamion Inc.	17/465,295	United States of America	Battery-Enabled, Direct Current, Electric Vehicle Charging Station, Method And Controller Therefor	Pending (Recordal To Perfect Title In Name of eCamion Inc. In Progress; Filed September 2, 2021)
Ecamion Inc.	17/465,289	United States of America	Electric Vehicle Charging Depot And Protection Control Module Therefor	Pending (Recordal To Perfect Title In Name of eCamion Inc. In Progress; Filed September 2, 2021)
Ecamion Inc.	17/551,301	United States of America	Energy Aggregation System	Pending (Recordal To Perfect Title In Name of eCamion Inc. In Progress; Filed December 15,

Owner	Patent Registration ID	Jurisdiction	Patent Name	Status
				2021)

SCHEDULE 3

Trademarks

None.

PATENT REEL: 058807 FRAME: 0213

RECORDED: 01/21/2022