

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7591471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MACLEAN POWER, L.L.C.	10/11/2022
MACLEAN SENIOR INDUSTRIES, L.L.C.	10/11/2022

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS THE COLLATERAL AGENT
Street Address:	3033 WILSON BOULEVARD SUITE 490
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22201

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	11047147
Patent Number:	11255410
Patent Number:	10170222
Patent Number:	8011860
Patent Number:	8266772
Patent Number:	8672699
Patent Number:	8777520
Patent Number:	7534073
Patent Number:	6732981
Patent Number:	6727430
Patent Number:	6877996
Patent Number:	6933442
Patent Number:	7384291
Patent Number:	7234669
Patent Number:	7367534
Patent Number:	7435123
Patent Number:	D700494
Patent Number:	D712226
Patent Number:	D711718

PATENT

Property Type	Number
Application Number:	16913381

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: STEWART WALSH
Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1809215 PAT
NAME OF SUBMITTER:	LEANNE HONIG
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	10/14/2022

Total Attachments: 8

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PATENT SECURITY AGREEMENT dated as of October 11 2022 (this “Agreement”), among MACLEAN POWER, L.L.C. and MACLEAN SENIOR INDUSTRIES, L.L.C. (each a “Grantor” and together, the “Grantors”) and ARES CAPITAL CORPORATION, as the Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of October 11, 2022 (the “Credit Agreement”), among FARADAY INTERMEDIATE, LLC, a Delaware limited liability company (“Initial Holdings”), FARADAY BUYER, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Patents, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Patent Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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

signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of any Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MACLEAN POWER, L.L.C., a Delaware limited liability company, as Grantor

By: steve scharnhorst

Name: Steven Scharnhorst

Title: President

MACLEAN SENIOR INDUSTRIES, L.L.C., a Delaware limited liability company, as Grantor

By: _____

Name: Joseph Francaviglia

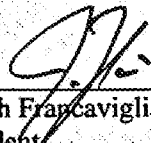
Title: President

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MACLEAN POWER, L.L.C., a Delaware limited liability company, as Grantor

By: _____
Name: Steven Scharnhorst
Title: President

MACLEAN SENIOR INDUSTRIES, L.L.C., a Delaware limited liability company, as Grantor

By:  _____
Name: Joseph Francaviglia
Title: President

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I

Patents and Patent Applications:

Country	Application No.	Filing Date	Title	Patent Number	Issue Date	Status	Owner
United States of America	15/953136	4/13/2018	L-SHAPED CROSSARM, RELATED SYSTEM, AND METHOD OF ASSEMBLY	11047147	2021-06-29	Granted	MacLean Power, L.L.C.
United States of America	16/161715	10/16/2018	ADJUSTABLE TRANSMISSION GUY LINE CONNECTOR	11255410	2/22/2022	Granted	MacLean Power, L.L.C.
United States of America	15/710120	4/20/2017	FITTING WITH A COLLAR FOR A POWER TRANSMISSION SYSTEM	10170222	1/1/2019	Granted	MacLean Power, L.L.C.
United States of America	12/803528	6/29/2010	GROUND ANCHOR	8011860	9/6/2011	Granted	MacLean Power, L.L.C.
United States of America	12/194835	8/20/2008	CONNECTOR AND METHODS OF USING A CONNECTOR	8266772	9/18/2012	Granted	MacLean Power, L.L.C.
United States of America	12/695157	1/28/2010	AUTOMATIC CONNECTOR WITH INDICATOR	8672699	3/18/2014	Granted	MacLean Power, L.L.C.
United States of	12/315903	12/8/2008	PILING	8777520	7/15/2014	Granted	MacLean

Country	Application No.	Filing Date	Title	Patent Number	Issue Date	Status	Owner
America			APPARATUS				Power, L.L.C.
United States of America	11/803138	5/14/2007	EARTH ANCHOR	7534073	5/19/2009	Granted	MacLean Power, L.L.C.
United States of America	16/913381	6/26/2020	ISOLATING GROUND SWITCH			Published	MacLean Power, L.L.C.
United States	10/225923	2002/08/22	Drop wire clamp	6732981	/05/11/2004	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	10/365293	2003/02/12	Methods and apparatus to secure a ground strap assembly to an electrically conductive member	6727430	2004/04/27	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	10/417306	2003/04/14	Grounding connector	6877996	2005/04/12	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	10/713442	2003/11/14	Methods and apparatus to secure a ground strap assembly to an electrically conductive member	6933442	2005/08/23	Granted	MACLEAN SENIOR INDUSTRIES LLC
United	10/785917	2004/02/24	Electrical	7384291	2008/06/10	Granted	MACLEAN SENIOR

Country	Application No.	Filing Date	Title	Patent Number	Issue Date	Status	Owner
States			connection				INDUSTRIES LLC
United States	10/815334	2004/04/01	Clamp	7234669	2007/06/26	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	11/072584	2005/03/03	Drop wire clamp	7367534	2008/05/06	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	11/668964	2007/01/30	Electrical connector with an environmental seal	7435123	2008/10/14	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	29/380107	2010/11/30	Meter box grounding clamp	D700494	2014/03/04	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	29/380108	2010/11/30	Meter box grounding clamp	D712226	2014/09/02	Granted	MACLEAN SENIOR INDUSTRIES LLC
United States	29/380111	2010/11/30	Meter box grounding clamp	D711718	2014/08/26	Granted	MACLEAN SENIOR INDUSTRIES LLC