PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7685505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SILICON VALLEY BANK	12/08/2022

RECEIVING PARTY DATA

Name:	XL HYBRIDS, INC.
Street Address:	47000 LIBERTY DRIVE
City:	WIXOM
State/Country:	MICHIGAN
Postal Code:	48393

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	10083552
Patent Number:	10748355
Patent Number:	10688859
Patent Number:	10053108
Patent Number:	9975542
Patent Number:	10086710
Patent Number:	9956864
Patent Number:	9922469
Patent Number:	9818240
Patent Number:	9511778
Patent Number:	9505397
Patent Number:	9390062
Patent Number:	9259999
Patent Number:	9205734
Patent Number:	8670888
Patent Number:	10259447
Patent Number:	10118607
Patent Number:	10565805
Patent Number:	10953889
Patent Number:	11254225

PATENT REEL: 062035 FRAME: 0847

507638609

Property Type	Number
Patent Number:	10906526

CORRESPONDENCE DATA

Fax Number: (877)769-7945

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: (617)542-5070 **Email:** apsi@fr.com

Correspondent Name: JEFFREY J. BARCLAY
Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O. BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	30715-0001001	
NAME OF SUBMITTER:	CATHY A. O'BRIEN	
SIGNATURE:	/Cathy A. O'Brien/	
DATE SIGNED:	12/09/2022	

Total Attachments: 8

source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page1.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page2.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page3.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page4.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page5.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page6.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page7.tif source=XL_Hybrids_Release_of_Security_Interest_12.8.2022#page8.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, pursuant to the Intellectual Property Security Agreements (the "<u>Agreements</u>"), both dated December 10, 2018, and recorded in the United States Patent and Trademark Office at Reel 047751, Frame 0052, and Reel 050615, Frame 0559, XL HYBRIDS, INC. ("<u>Releasee</u>") granted to SILICON VALLEY BANK ("<u>Releasor</u>"), a security interest in all right, title, and interest of Releasee in and to the Intellectual Property recorded in the Agreements; and

WHEREAS, Releasee has requested, and Releasor wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment, and discharge of its security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreements.
- 2. <u>Release of Security Interest</u>. Releasor, without representation, warranty, or recourse, hereby terminates the Agreements and releases, relinquishes, terminates, cancels, and discharges its continuing security interest in the Intellectual Property Collateral, including without limitation:
 - (a) Any and all copyright rights, copyright applications, copyright registrations, and like protections in each work of 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 Exhibit A 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 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 Exhibit B attached hereto (collectively, the "Patents");
 - (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 Releasee connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) 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;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals, and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.
- 3. <u>Recordation</u>. The Releasor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Release of Security Interest in Intellectual Property upon written request by any Releasee.
- 4. <u>Execution in Counterparts</u>. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This 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 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 Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Security Interest in Intellectual Property to be duly executed as of December 8, 2022.

RELEASOR:

SILICON VALLEY BANK

Docusigned by:

Blancy Donovan

Danny Donovan

Name:

Title: VP

RELEASEE:

XL HYBRIDS, INC.

Ву: _____

Name: Eric Tech

Title: President

EXHIBIT A

Copyrights

[none recorded]

EXHIBIT B

Patents

Description	Patent/Publication	Date
	/Application Number	
Comparing Vehicle Performance	10,083,552	09/25/2018
	2018/0225893	08/09/2018
	15/810,530	11/13/2017
Route-based Vehicle Selection	10,748,355	08/18/2020
	2018/0211451	07/26/2018
	15/924,975	03/19/2018
Motor Integration Assembly	10,688,859	06/23/2020
	2018/0208046	07/26/2018
	15/927,317	03/21/2018
Controlling Transmissions of Vehicle	10,053,108	08/21/2018
Operation Information	2017/0174222	06/22/2017
	15/369,395	12/05/2016
Dynamically assisting hybrid vehicles	9,975,542	05/22/2018
No. 1 1711 1 7 0	15/337,097	10/28/2016
Managing Vehicle Information	10,086,710	10/02/2018
	2017/0096074	04/06/2017
	15/205,181	07/08/2016
Motor Integration assembly	9,956,864 15/042,369	05/01/2018 02/12/2016
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Route-based vehicle selection	9,922,469 14/074,272	03/20/2018 11/07/2013
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Comparing vehicle performance	9,818,240 14/019,908	11/14/2017 09/06/2013
Controlling transmissions of vehicle	9,511,778	12/06/2016
operation information	14/179,237	02/12/2014
Dynamically assisting hybrid vehicles	9,505,397	11/29/2016
Dynamicany assisting nyona venicies	14/202,461	03/10/2014
Managing vehicle information	9,390,062	07/12/2016
Withing the fine information	13/756,911	02/01/2013
Motor integration assembly	9,259,999	02/16/2016
The continued assembly	13/950,667	07/25/2013
Motor integration assembly	9,205,734	12/08/2015
integration assembly	13/646,242	10/05/2012
Dynamically assisting hybrid vehicles	8,670,888	03/11/2014
by manneanly applicating hybrid vertices	13/920,946	06/18/2013
Dynamic hybrid vehicle system for	10,259,447	04/16/2019
stabilizing cylinder deactivation of	2018/0265074	09/20/2018
turbocharger boosting	15/922,698	03/15/2018
Dynamic hybrid vehicle system for	10,118,607	11/06/2018
adjusting motor rotary position	15/949,571	04/10/2018
• • •	10,565,805	02/18/2020
Comparing vehicle performance	2019/0266811	08/29/2019
	16/139,910	09/24/2018
	10/139,910	U2/24/2U10

Controlling transmission of vehicle operation information	10,953,889 2019/0248375 15/999,634	03/23/2021 08/15/2019 08/20/2018
Managing vehicle information	11,254,225 2019/0232800 16/117,024	02/22/2022 08/01/2019 08/30/2018
Dynamic hybrid vehicle system for stabilizing cylinder deactivation or turbocharger boosting	10,906,526 2019/0184974 16/284,115	02/02/2021 06/20/2019 02/25/2019

EXHIBIT C

Trademarks

Description	Registration/Application	Date
	Number	
XL PLUG-IN	87263762	12/09/2016
XL	87263745	12/09/2016
XLH	87746965	01/08/2018
XLP	5444314	04/10/2018
	87263752	12/09/2016
XL GRID	87263780	12/09/2016
FLEET READY	5424490	03/13/2018
	87261279	12/07/2016
XL INSIGHTS	5419437	03/06/2018
	87281683	12/27/2016
XL HYBRIDS	5135510	02/07/2017
	86843220	12/08/2015
XL LINK	5079115	11/08/2016
	86711791	07/31/2015
XL3	4863671	12/01/2015
	86077400	09/27/2013
XL XL HYBRIDS	4122911	04/03/2012
	85241038	02/13/2011

RECORDED: 12/09/2022

EXHIBIT D

Mask Works

[none]