

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7873849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LEADING EDGE POWER SOLUTIONS, LLC	03/28/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MERITUM ENERGY HOLDINGS, LP
<b>Street Address:</b>	19206 HUEBNER ROAD
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	SAN ANTONIO
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78258
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17581729
<b>Patent Number:</b>	11244410
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)665-3601
<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>	
<b>Email:</b>	newgentk@gtlaw.com
<b>Correspondent Name:</b>	GREENBERG TRAURIG, LLP
<b>Address Line 1:</b>	2200 ROSS AVENUE
<b>Address Line 2:</b>	SUITE 5200
<b>Address Line 4:</b>	DALLAS, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	210619.011700
<b>NAME OF SUBMITTER:</b>	KATIE NEWGENT
<b>SIGNATURE:</b>	/Katie Newgent/
<b>DATE SIGNED:</b>	03/29/2023
<b>Total Attachments: 23</b>	
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THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, UNLESS (1) PURSUANT TO REGISTRATION UNDER THE ACT OR (2) IN COMPLIANCE WITH AN EXEMPTION THEREFROM.

SECURED PROMISSORY NOTE

[REDACTED]

March 28, 2023 (the "Issuance Date")

FOR VALUE RECEIVED, **LEADING EDGE POWER SOLUTIONS, LLC**, a California limited liability company with a taxpayer identification number of 81-3229082 and organizational identification number of 201617410302 ("Borrower"), hereby promises to pay to **MERITUM ENERGY HOLDINGS, LP**, a Delaware limited partnership, and any successor or assignee ("Lender"),

[REDACTED]

[REDACTED] Secured Promissory Note (this "Note").

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[Secured Promissory Note – Page 8]

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**7. Security for Note.**

A. Borrower hereby grants a security interest in, and continuing lien upon, and right of setoff against (collectively, "Lien"), the following assets (as defined in the Uniform Commercial Code of the State of Delaware (the "UCC")) to secure the full payment in cash of the Obligations, in each case, whether now owned or existing or hereafter created, acquired or arising and wherever located, all of which are herein collectively referred to as the Collateral (capitalized terms used in this paragraph without definition shall have the meanings assigned to them in the UCC): (i) Accounts, contract rights and the proceeds thereof, including all of Borrower's rights in, to, or under rights to payment under any agreement governing any Project and the documentation entered into in connection therewith; (ii) Chattel Paper, including Electronic Chattel Paper and tangible Chattel Paper; (iii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment, machinery, furniture, furnishings and fixtures and all parts, tools, accessories and Accessions; (vii) Fixtures; (viii) General Intangibles, including patents, trademarks and trade names and the goodwill and inherent value associated therewith, tax refunds, customer lists, insurance claims and goodwill of Borrower; (ix) Goods; (x) Instruments; (xi) Inventory, merchandise, materials, whether raw, work in progress or finished goods, packaging and shipping materials and all other tangible property held for sale or lease; (xii) Investment Property; (xiii) Letter-of-Credit Rights; (xiv) Payment Intangibles; (xv) Proceeds, including Cash Proceeds and Non-Cash Proceeds, and proceeds of any insurance policies covering any of the Collateral; (xvi) Promissory Notes and any deeds of trust or mortgages securing the same, including any promissory notes made by Borrower's customers, together with any related mortgage or deed of trust; (xvii) Records, including all books, records and other property at any time evidencing or relating to any of the foregoing, and all electronic means of storing such Records; (xviii) to the extent not otherwise included above, all collateral support and Supporting Obligations relating to any of the foregoing;

and (xix) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (collectively, the "Collateral").

[REDACTED]

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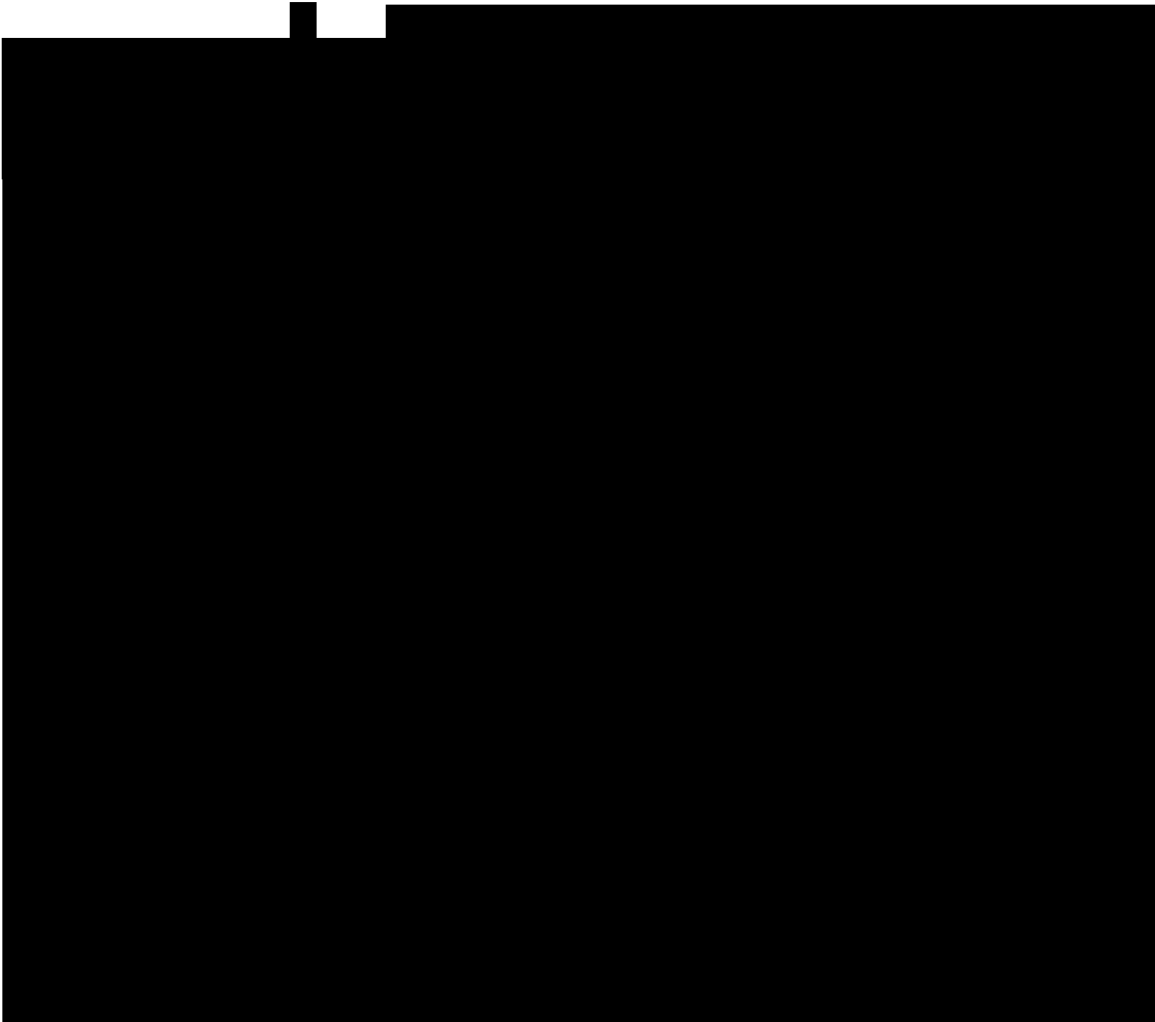
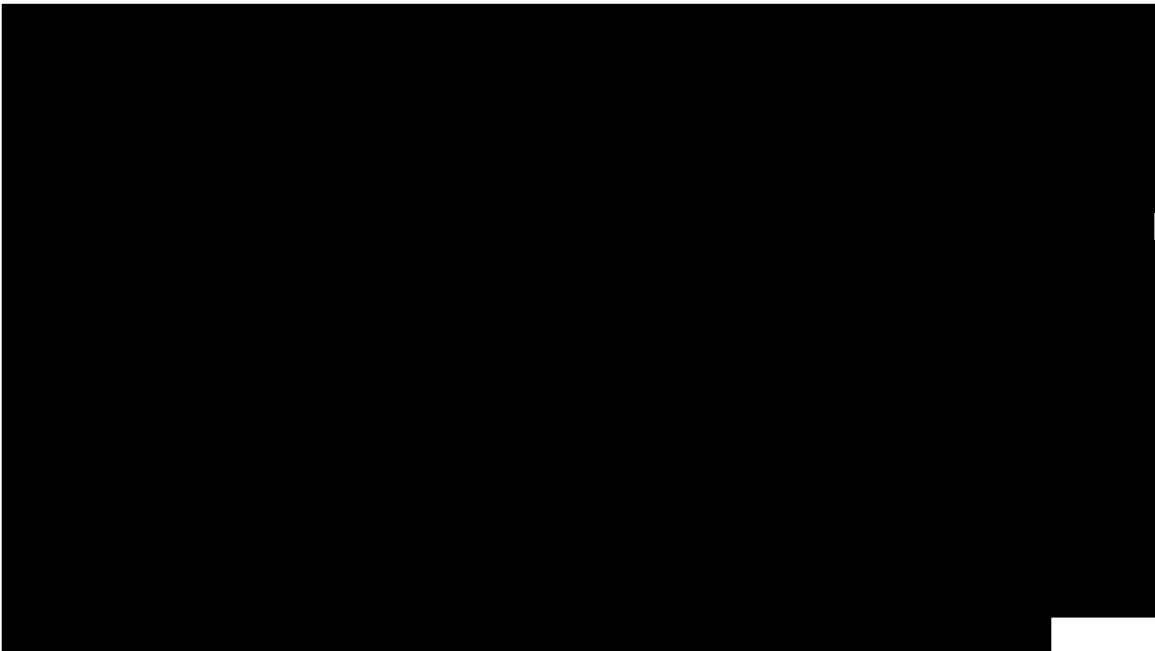
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F. Lender may (without assuming any liability or obligation thereunder) at any time enforce and shall have the exclusive right to enforce against any licensor, licensee, or sublicensee all rights and remedies of Borrower in, to and under any one or more licenses or other agreements with respect to any intellectual property Collateral and take or refrain from taking any action under any thereof.

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[Secured Promissory Note – Page 15]

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**PATENT**  
**REEL: 063189 FRAME: 0133**

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If to Lender: Meritum Energy Holdings, LP  
19206 Huebner Road, Suite 100  
San Antonio, Texas 78258  
Attention: Christopher Hill

If to Borrower: Leading Edge Power Solutions, LLC  
1278 Glenneyre #275  
Laguna Beach CA, 92651  
Attention: David Walters

[REDACTED]

[REDACTED]

**19. GOVERNING LAW. THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

[REDACTED]

[Secured Promissory Note – Page 17]

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[REDACTED]

**25. Entire Agreement.** This Note and the other Loan Documents constitute the entire agreement between the parties hereto and constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the undersigned have caused this Secured Promissory Note to be executed as of the date first above written.

**BORROWER:**

LEADING EDGE POWER SOLUTIONS, LLC

By: 

Name: David Walters

Title: Chief Executive Officer

*Signature Page to Secured Promissory Note*

**LENDER:**

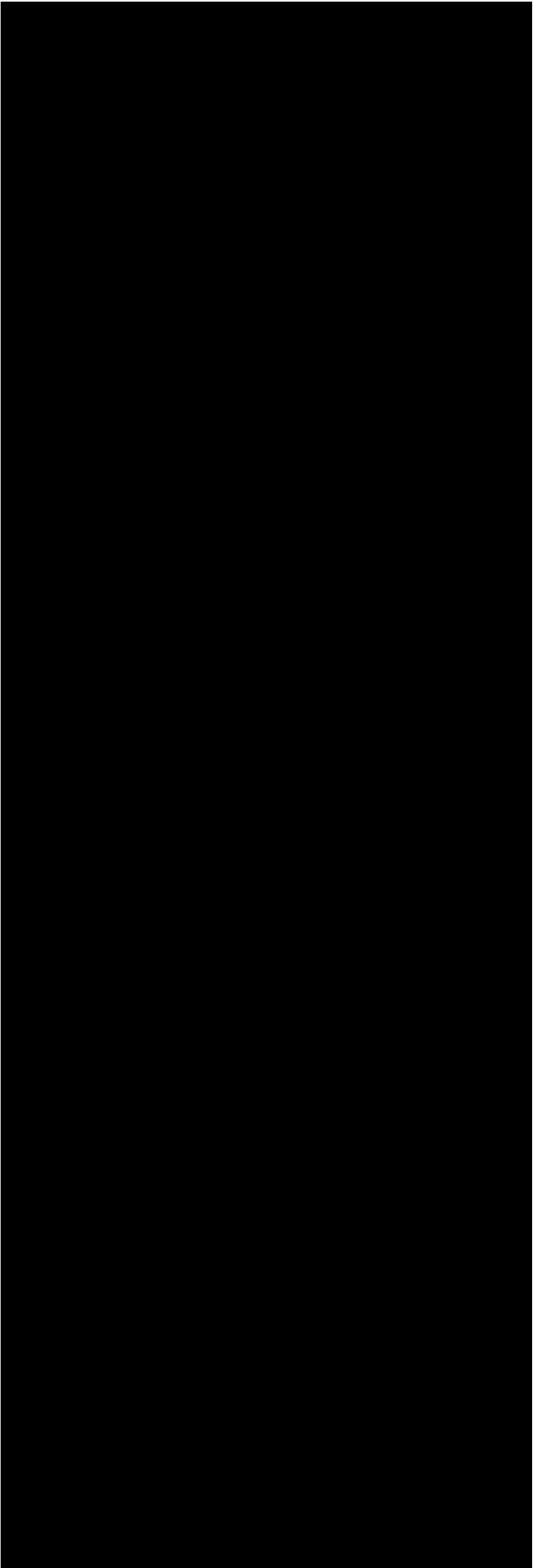
MERITUM ENERGY HOLDINGS, LP

By:   
Name: Christopher Hill  
Title: Chief Executive Officer

*Signature Page to Secured Promissory Note*

**SCHEDULE A**

Certain Approved Purposes



**SCHEDULE B**

Advances





### Intellectual Property Schedule

<b>Patent Title</b>	<b>Patent Application No. / Patent Grant No.</b>	<b>Filing Date / Grant Date</b>
TECHNOLOGIES FOR DYNAMICALLY DISPATCHING GENERATOR POWER	16/799,468 11,244,410	February 24, 2020 February 8, 2022
TECHNOLOGIES FOR DYNAMICALLY DISPATCHING GENERATOR POWER	17/581,729	January 21, 2022