

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7915409

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADAPTIVE ENERGY, LLC	04/21/2023
RECEIVING PARTY DATA	
Name:	CAPITAL SOUTHWEST CORPORATION
Street Address:	8333 DOUGLAS AVENUE
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75225
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6749799
Patent Number:	8936888
Patent Number:	8352097
Patent Number:	8247120
Patent Number:	7960069
Patent Number:	8343689
Patent Number:	7767329
Patent Number:	8080346
Patent Number:	7695841
Patent Number:	7547484
Patent Number:	7887975
Patent Number:	7799481
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:	2136201780
Email:	rbugarin@sheppardmullin.com
Correspondent Name:	ROSA BUGARIN - SHEPPARD MULLIN RICHTER & HAMPTON
Address Line 1:	333 S HOPE STREET
Address Line 2:	43RD FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1422

NAME OF SUBMITTER: ROSA BUGARIN

SIGNATURE: /Rosa Bugarin/

DATE SIGNED: 04/21/2023

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of April 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Capital Southwest Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Security Agreement, dated as of April 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Patent Collateral (as defined below) and are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance in full of the Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties constituting Collateral that are now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided* that, the Patent Collateral shall not include any Excluded Assets:

- (i) (a) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the USPTO, including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, and rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, Accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the Payment in Full and performance of the Obligations (other than any outstanding indemnification obligations). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

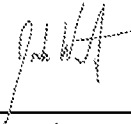
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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADAPTIVE ENERGY, LLC

By:  _____
Name: Scott Kirk
Title: Chief Financial Officer and Secretary

**CAPITAL SOUTHWEST
CORPORATION,**
as the Collateral Agent

By:  _____
Name: Joshua Weinstein
Title: Senior Managing Director

SCHEDULE A

to

PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	App. No.	App. Date	Patent No.	Reg. Date	Owner
SOLID STATE ELECTROCHEMICAL DEVICES	10/074,125		6,749,799	15-JUN-2004	Adaptive Energy, LLC
FUEL CELL SYSTEM WITH FLAME PROTECTION MEMBER	12/698033	01-FEB-2010	8936888	20-JAN-2015	Adaptive Energy, LLC
METHOD FOR MANAGING POWER BOOST IN A FUEL CELL POWERED AERIAL VEHICLE	12/565565	23-SEP-2009	8352097	08-JAN-2013	Adaptive Energy, LLC
FUEL CELL SYSTEM INCLUDING A FUEL MODULE	12/428165	22-APR-2009	8247120	21-AUG-2012	Adaptive Energy, LLC
COMPOSITE INSULATION ASSEMBLY FOR A FUEL CELL	11/670554	02-FEB-2007	7960069	14-JUN-2011	Adaptive Energy, LLC

Title	App. No.	App. Date	Patent No.	Reg. Date	Owner
SOLID OXIDE FUEL CELL WITH IMPROVED CURRENT COLLECTION	11/566457	04-DEC-2006	8343689	01-JAN-2013	Adaptive Energy, LLC
SOLID OXIDE FUEL CELL WITH IMPROVED CURRENT COLLECTION	10/991268	17-NOV-2004	7767329	03-AUG-2010	Adaptive Energy, LLC
CURRENT COLLECTOR FOR SOLID OXIDE FUEL CELL TUBE WITH INTERNAL FUEL PROCESSING	12/430926	28-APR-2009	8080346	20-DEC-2011	Adaptive Energy, LLC
SOLID OXIDE FUEL CELL TUBE WITH INTERNAL FUEL PROCESSING	12/425206	16-APR-2009	7695841	13-APR-2010	Adaptive Energy, LLC
SOLID OXIDE FUEL CELL TUBE WITH INTERNAL FUEL PROCESSING	10/979017	01-NOV-2004	7547484	16-JUN-2009	Adaptive Energy, LLC

Title	App. No.	App. Date	Patent No.	Reg. Date	Owner
CLAD COPPER WIRE HAVING ENVIRONM ENTALLY ISOLATING ALLOY	12/044355	07-MAR- 2008	7887975	15-FEB-2011	Adaptive Energy, LLC
FUEL CELL INCLUDIN G BYPASS CIRCUIT FOR INTERCON NECTING FUEL CELLS	11/683666	08-MAR- 2007	7799481	21-SEP-2010	Adaptive Energy, LLC