

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI65577

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Trulite Glass & Aluminum Solutions, LLC	03/01/2024
RECEIVING PARTY DATA		
Company Name:	Wells Fargo Bank, National Association, as collateral agent	
Street Address:	150 East 42nd Street	
Internal Address:	40th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11851266
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:	(212)318-6000	
Email:	JeffreyNegron@PaulHastings.com	
Correspondent Name:	Jeffrey M. Negron	
Address Line 1:	Paul Hastings LLP	
Address Line 2:	200 Park Avenue	
Address Line 4:	New York, NEW YORK 10166	
NAME OF SUBMITTER:	Mitchell Garrett	
SIGNATURE:	Mitchell Garrett	
DATE SIGNED:	03/01/2024	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 8		
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PATENT

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated March 1, 2024, is among the Person listed on the signature pages hereof (the “Grantor”), and Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Trulite Holding Corp., a Delaware corporation (the “Parent Borrower”), the other Persons party thereto as a “Borrower” from time to time (collectively, with the Parent Borrower, the “Borrowers”), TL Vista Merger Parent Corp., a Delaware corporation (“Holdings”), and the other Loan Parties party thereto from time to time, have entered into the ABL Credit and Guarantee Agreement, dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements or Hedge Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements or Bank Product Agreements by the Bank Product Providers from time to time, the Grantor has executed and delivered that certain ABL Security Agreement, dated March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States "intent-to-use" trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the "Lanham Act"), prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks (as applicable) record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and

delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. Intercreditor Agreement. SECTION 26 (*ABL/TERM LOAN INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

TRULITE GLASS & ALUMINUM SOLUTIONS, LLC,
a Delaware limited liability company

By: 

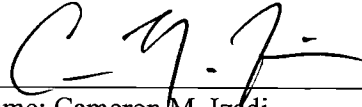
Name: Kevin Yates

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

Wells Fargo Bank, National Association, as Collateral
Agent

By:

A handwritten signature in black ink, appearing to read 'C.M. Izadi', written over a horizontal line.

Name: Cameron M. Izadi

Title: Authorized Signatory



[Signature Page to Intellectual Property Security Agreement]

PATENT
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SCHEDULE A**U.S. Patents and Patent Applications**

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Owner</u>
A-frame rack systems for transporting glass sheets	17/898,456	8/29/2022	11851266	12/26/2023	Granted	Trulite Glass & Aluminum Solutions, LLC

SCHEDULE B**U.S. Trademark Registrations and Applications**

<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
YOUR TRUE SINGLE SOURCE	76564149	12/9/2003	2908067	12/7/2004	Registered	Trulite Glass & Aluminum Solutions, LLC
VV and Design 	85535099	2/6/2012	4175775	7/17/2012	Registered	Trulite Glass & Aluminum Solutions, LLC
VV TRULITE GLASS & ALUMINUM SOLUTIONS and Design 	85371740	7/14/2011	4276574	1/15/2013	Registered	Trulite Glass & Aluminum Solutions, LLC
SUMIGLASS	74169516	5/23/1991	1722970	10/6/1992	Registered	Trulite Glass & Aluminum Solutions, LLC
ENVISION THE POSSIBILITIES	77445049	4/10/2008	3604051	4/7/2009	Registered	Trulite Glass & Aluminum Solutions, LLC
SCARGARD	74644370	3/10/1995	1960132	3/5/1996	Registered	Trulite Glass & Aluminum Solutions, LLC

SCHEDULE C**U.S. Copyright Registrations**

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Glass price list.	TX0005594733	2/13/2002	Trulite Glass & Aluminum Solutions, LLC
Metal price list, February 1998.	TX0005553987	2/13/2002	Trulite Glass & Aluminum Solutions, LLC
Metals : no. 3, Doors and frames.	Pau002932699	2/25/2005	Trulite Glass & Aluminum Solutions, LLC
Metals : pt. 4, Doors and frames hardware.	Pau002932702	2/25/2005	Trulite Glass & Aluminum Solutions, LLC

PATENT**RECORDED: 03/01/2024****REEL: 066622 FRAME: 0705**