

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI190489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Nevados Engineering, Inc.	04/24/2024
RECEIVING PARTY DATA	
Company Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	383 Madison Avenue, 22nd Fl
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	11929705
Patent Number:	11757402
Patent Number:	11728761
Patent Number:	11716051
Patent Number:	11626832
Patent Number:	11581845
Patent Number:	11558008
Patent Number:	11539325
Patent Number:	11515832
Patent Number:	11251745
Application Number:	18207533
Application Number:	18205948
Application Number:	18131797
Application Number:	18118792
Application Number:	18088754
Application Number:	18092097
Application Number:	17549639
Application Number:	17549657
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)221-0102

Email: ipteam@coagencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2339705ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	04/25/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 24, 2024, by and between JPMORGAN CHASE BANK, N.A. ("Lender"), as the lender party to the Credit Agreement referred to below, and NEVADOS ENGINEERING, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(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 that may be available to Grantor 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(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, or Trademarks, 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, or Patents; 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

NEVADOS ENGINEERING, INC.

55 4th Street
Oakland, CA 94607
Attention: Richard Baldini

By: 

Name: Yezin Taha

Title: Chief Executive Officer

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Jared Friedberg

By: _____

Name: Jared Friedberg

Title: Authorized Officer

[Signature page to Intellectual Property Security Agreement]

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GRANTOR:

Address:

NEVADOS ENGINEERING, INC.

55 4th Street
Oakland, CA 94607
Attention: Richard Baldini

By: _____

Name: Yezin Taha

Title: Chief Executive Officer

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Jared Friedberg

By: Jared Friedberg

Name: Jared Friedberg

Title: Authorized Officer

[Signature page to Intellectual Property Security Agreement]

PATENT
REEL: 067225 FRAME: 0214

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

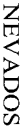
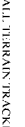


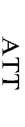

Document/Patent number	Title	Owner	Publication date
US-11929705-B2	Articulating joint solar panel array	Nevados Engineering, Inc.	3/12/2024
US-20230402960-A1 18/207533	METHODS AND DEVICES FOR ADAPTING A SOLAR MODULE SUPPORT	Nevados Engineering, Inc.	12/14/2023 6/8/2023
US-20230396210-A1 18/205948	PONY MODULE FOR SOLAR TRACKER	Nevados Engineering, Inc.	12/7/2023 6/5/2023
US-20230327603-A1 18/131797	SECURING DEVICE FOR SOLAR PANEL	Nevados Engineering, Inc.	10/12/2023 4/6/2023
US-11757402-B2	Integrated articulated bearing	Nevados Engineering, Inc.	9/12/2023
US-11728761-B2	Articulating joint solar panel array	Nevados Engineering, Inc.	8/15/2023
US-11716051-B2	Flexure bearing assembly	Nevados Engineering, Inc.	8/1/2023
US-20230223890-A1 18118792	ARTICULATING JOINT SOLAR PANEL ARRAY	Nevados Engineering, Inc.	7/13/2023 3/8/2023
US-20230208349-A1 18/088754	VARIABLE TERRAIN SOLAR TRACKER	Nevados Engineering, Inc.	6/29/2023 12/26/2022
US-20230132976-A1 18/092097	ARTICULATING JOINT SOLAR PANEL ARRAY	Nevados Engineering, Inc.	5/4/2023 12/30/2022
US-20230133584-A1 18/092092	ARTICULATING JOINT SOLAR PANEL ARRAY	Nevados Engineering, Inc.	5/4/2023 12/30/2022
US-11626832-B2	Module clip	Nevados Engineering, Inc.	4/11/2023
US-11581845-B2	Integrated bearing assembly	Nevados Engineering, Inc.	2/14/2023
US-11558008-B2	Row-end cantilevered beam module support	Nevados Engineering, Inc.	1/17/2023
US-11539325-B2	Variable terrain solar tracker	Nevados Engineering, Inc.	12/27/2022
US-11515832-B2	Thrust surface bearing	Nevados Engineering, Inc.	11/29/2022
US-20220186775-A1 17/549655	THRUST SURFACE BEARING	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220186982-A1 17/549659	MODULE CLIP	Nevados Engineering, Inc.	6/16/2022 12/13/2021

US-20220187409-A1 17/549639	MECHANICAL STOP ASSEMBLY	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220190677-A1 17/549657	OUTBOARD FLEXURE BEARING ASSEMBLY	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220190774-A1 17/549644	INTEGRATED BEARING ASSEMBLY	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220190775-A1 17/549646	ROW-END CANTILEVERED BEAM MODULE SUPPORT	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220190776-A1 17/549648	INTEGRATED ARTICULATED BEARING	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220190777-A1 17/549652	FLEXURE BEARING ASSEMBLY	Nevados Engineering, Inc.	6/16/2022 12/13/2021
US-20220166373-A1 17670371	ARTICULATING JOINT SOLAR PANEL ARRAY	Nevados Engineering, Inc.	5/26/2022 2/11/2022
US-11251745-B2	Articulating joint solar panel array	Nevados Engineering, Inc.	2/15/2022
US-20200052644-A1 16/339820	VARIABLE TERRAIN SOLAR TRACKER	Nevados Engineering, Inc.	2/13/2020 10/13/2017
US-20170366133-A1 15/533189	ARTICULATING JOINT SOLAR PANEL ARRAY	Nevados Engineering, Inc.	12/21/2017 12/11/215

EXHIBIT C

Trademarks

See Attached.

Search results from 1 to 6										
Search term										
SerialNumber	Wordmark	Image	Status	GoodsAndServicesTruncated	Basis	FiledDate	InternationalClass	OwnerFullText	PriorityDate	RegistrationDate
90729120	NEVADOS		Live	IC 007: Mechanical systems for operation of solar power plants, namely, solar trackers, foundations, bearings, controllers, and torque tubes.	1a	2021-05-27T00:00:00	IC 007	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES	2022-06-07	6751874
90729172	ALL TERRAIN TRACKER		Live	IC 007: Mechanical systems for operation of solar power plants, namely, solar trackers, foundations, bearings, controllers, and torque tubes.	1a	2021-05-27T00:00:00	IC 007	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES	2022-03-29	6688450
90768664	NEVADOS		Live	IC 009: Downloadable and recorded software for operation of solar power plants.	1b	2021-06-11T00:00:00	IC 009	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES		
90729100	NEVADOS		Live	IC 007: Mechanical systems for operation of solar power plants, namely, solar trackers, foundations, bearings, controllers, and torque tubes.	1a	2021-05-27T00:00:00	IC 007	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES	2022-06-07	6751873
90729153	ATT		Live	IC 007: Mechanical systems for operation of solar power plants, namely, solar trackers, foundations, bearings, controllers, and torque tubes.	1a	2021-05-27T00:00:00	IC 007	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES	2022-06-07	6751878
90768657	N NEVADOS		Live	IC 009: Downloadable and recorded software for operation of solar power plants.	1b	2021-06-11T00:00:00	IC 009	Nevados Engineering, Inc. (CORPORATION; DELAWARE, USA); Suite 408, 350 Townsend Street, San Francisco, CALIFORNIA 94107, UNITED STATES		