

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI264418

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CZV, INC.	05/29/2024
RECEIVING PARTY DATA		
Company Name:	WESTERN ALLIANCE BANK	
Street Address:	55 Almaden Boulevard	
Internal Address:	Suite 100	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	29767671
	Application Number:	29541780
	Application Number:	29671049
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:	2023704750	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	Joanna McCall	
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:	2383341 CZV JM PT	
NAME OF SUBMITTER:	Andrew Hackett	
SIGNATURE:	Andrew Hackett	
DATE SIGNED:	05/30/2024	
Total Attachments: 6		
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PATENT

REEL: 067560 FRAME: 0246

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 29, 2024, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**") and CZV, INC., Delaware corporation, ("**Grantor**") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of May 29, 2024 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property to the extent constituting Collateral (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CZV, INC., Delaware corporation

By: 

Name: Lukas Czinger

Title: President

Address for Notices:

c/o Divergent Technologies, Inc.
Attn: Chief Financial Officer
19601 Hamilton Ave.
Torrance, CA 90502

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: Mike Lederman

Title: Senior Managing Director

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 067560 FRAME: 0248

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CZV, INC., Delaware corporation

By: _____

Name: Lukas Czingier

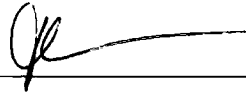
Title: President

Address for Notices:

c/o Divergent Technologies, Inc.
Attn: Chief Financial Officer
19601 Hamilton Ave.
Torrance, CA 90502

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Jeff Brown

Title: Senior Director

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 067560 FRAME: 0249

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☐

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐




<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
21C	88505638	6907432	7/9/2019
	88514458	6732172	7/15/2019
	88514474	6907433	7/15/2019
CZINGER	88505633	6218718	7/9/2019
	88514427	6218721	7/15/2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issue Date:</u>
Motor vehicle body and/or replica	D983090	29/767,671	4/11/2023
Vehicle	D780635	29/541,780	3/7/2017
Vehicle and/or replica	D911222	29/671,049	2/23/2021