

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI363885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NLC II, LLC (formerly known as NEWLIGHT CAPITAL, LLC)	05/24/2024
RECEIVING PARTY DATA	
Company Name:	GALLAGHER IP SOLUTIONS LLC
Street Address:	1135 Kildaire Farm Road
Internal Address:	Suite 200
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9321301
Patent Number:	10112436
Application Number:	16639454
Patent Number:	9662932
Patent Number:	9840110
Application Number:	18008014
Patent Number:	10759022
Application Number:	16639508
Patent Number:	11618226
Application Number:	16639501
Patent Number:	D722935
Patent Number:	D726618
Patent Number:	D730796
Patent Number:	D726617
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:	2139724508

Email:	ipdocketing@foley.com,cwmiller@foley.com
Correspondent Name:	Catherine Miller
Address Line 1:	Foley & Lardner LLP
Address Line 2:	3000 K Street N.W. Suite 600
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109

ATTORNEY DOCKET NUMBER:	117964-0131
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NAME OF SUBMITTER:	Catherine Miller
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SIGNATURE:	Catherine Miller
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DATE SIGNED:	07/16/2024
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Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Assignment”) is made by and among NLC II, LLC (formerly known as NEWLIGHT CAPITAL, LLC), a North Carolina limited liability company (“NLC”), as the resigning Servicer under the IP Collateral Documents referred to below (in such capacity, the “Resigning Servicer”), and GALLAGHER IP SOLUTIONS LLC, a Delaware limited liability company (“Gallagher”), as the successor Servicer under the IP Collateral Documents (in such capacity, the “Successor Servicer”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms (including by reference) in the IPSA or Short Form IPSA, as applicable (each as defined below).

WHEREAS, pursuant to (a) the Intellectual Property Security Agreement dated as of May 23, 2023 (the “IPSA”) by CARBON REVOLUTION OPERATIONS PTY LTD ACN 154 435 355, a company limited by shares and incorporated in Australia (“Carbon Ops”), CARBON REVOLUTION PTY LTD ACN 128 274 653, a company limited by shares and incorporated in Australia (“Carbon Limited”), and CARBON REVOLUTION TECHNOLOGY PTY LTD ACN 155 413 219, a company limited by shares and incorporated in Australia (“Carbon Technology,” and together with Carbon Ops and Carbon Limited, each individually a “Grantor” and collectively, the “Grantors”), in favor of NLC, as servicer in its capacity as Security Trustee for the benefit of the Security Beneficiaries, and (b) the Short Form Intellectual Property Security Agreement dated as of May 23, 2023 (the “Short Form IPSA” and, together with the IPSA, the “IP Collateral Documents”) by the Grantors in favor of Servicer (as defined therein), each Grantor pledged, assigned and granted to Servicer (and its successors and assigns), among other things (i) in its capacity as Security Trustee for the Security Beneficiaries, and/or (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture, a continuing security interest in and a general lien upon, and a collateral assignment of, the IP Collateral, including, without limitation, those Trademarks and Patents set forth on Schedule A attached hereto;

WHEREAS the Short Form IPSA was recorded with the United States Patent and Trademark office on May 23, 2023 at Reel 063732, Frame 0548 (Patents) and recorded with the World Intellectual Property Organization on July 19, 2023 in IB Document ID 1736095501 (Trademarks); and

WHEREAS, pursuant to the Deed of Resignation and Appointment, effective as of May 24, 2024 (the “Effective Date”), by and among NLC, as outgoing security trustee of the Security Beneficiaries, Gallagher as incoming security trustee of the Security Beneficiaries and certain other parties thereto (the “Deed”), the Parties are required to execute and deliver this Assignment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Servicer and the Successor Servicer, intending to be legally bound, hereby agrees as follows:

1. Assignment and Succession. Effective as of the Effective Date:

(a) the Resigning Servicer absolutely and unconditionally (i) assigns to the Successor Servicer all of its rights under or in connection with the IP Collateral Documents, including each of the security interests in and liens on the IP Collateral granted to the Resigning Servicer under the IP Collateral Documents (the “Assigned Liens”), and (ii) novates to the Successor Servicer all of its obligations under or in connection with IP Collateral Documents; and

(b) the Successor Servicer (i) assumes the obligations of the Resigning Servicer under or in connection with each of the IP Collateral Documents, (ii) succeeds to and becomes vested with all the rights, powers, privileges and duties of the Resigning Servicer under the IP Collateral Documents, other than as expressly set forth in the Deed, and (iii) assumes the Assigned Liens for the benefit of the Security Beneficiaries.

2. Continuity of Security Interest. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in or lien on the IP Collateral originally granted to the Resigning Servicer under the IP Collateral Documents.

3. Reference to Servicer. From and after the Effective Date, each reference in any of the IP Collateral Documents to “Servicer” shall mean and be a reference to Gallagher, in its capacity as Successor Servicer.

4. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

5. Counterparts. This Assignment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a “pdf” file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Assignment and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.

[Signature Pages to Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered by their proper and authorized officers, effective as of the Effective Date.

NLC II, LLC (formerly known as Newlight Capital LLC), as Resigning Servicer

By: Anthony McIntyre
Name: Anthony McIntyre
Title: Authorized Signatory

**GALLAGHER IP SOLUTIONS LLC,
as Successor Servicer**

By: Anthony McIntyre
Name: Anthony McIntyre
Title: Authorized Signatory

SCHEDULE A

Registered Trademarks and Trademark Applications:

<u>Company/ Parent/Affiliate Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	CARBON REVOLUTION	US			4,496,608	6/22/2012
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	CARBON REVOLUTION (Logo)	US			4,405,203	8/10/2012

Registered Patent and Patent Applications:

<u>Company/Parent/Affiliate Inventors/Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>App. No./ Publication No.</u>	<u>App. Date/ Publ'n Date</u>	<u>Grant No.</u>
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	ATTACHMENT ARRANGEMENT FOR COMPOSITE WHEELS	US	14/130,038	5/30/2012	9,321,301
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	CENTRE-LOCK ATTACHMENT ARRANGEMENT FOR COMPOSITE WHEELS	US	14/913,428	3/27/2014	10,112,436
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	COMPOSITE WHEEL WITH IMPROVED MOUNTING FORMATION	US	16/639,454	7/31/2018	
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	FACE TO HUB CONNECTION FOR A COMPOSITE WHEEL	US	14/650,779	6/17/2013	9,662,932
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	FACE TO RIM CONNECTION FOR A COMPOSITE WHEEL	US	14/781,199	6/17/2013	9,840,110
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	IMPROVED CARBON FIBRE WHEEL EXTERNAL FACE	US	18/008,014	5/31/2021	
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	METHOD OF PRODUCING THERMALLY PROTECTED COMPOSITE	US	15/568,666	4/22/2016	10,759,022

Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	RIM FIBRE ARCHITECTURE OF A COMPOSITE WHEEL	US	16/639,508	8/16/2018	
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	SHAPED PREFORM FOR FACE PORTION OF A COMPOSITE WHEEL	US	16/639,487	8/17/2018	11,618,226
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	SHAPED PREFORM FOR SPOKE PORTION OF A COMPOSITE WHEEL	US	16/639,501	8/17/2018	

Registered Copyrights and Copyright Applications:

N/A

Registered Designs:

<u>Company/Parent/Affiliate Inventors/Owner</u>	<u>Design</u>	<u>Jurisdiction</u>	<u>App. No./ Publication No.</u>	<u>App. Date/ Publ'n Date</u>	<u>Grant No.</u>
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	VEHICLE WHEEL	US	29/424,581	6/13/2012	D722,935
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	VEHICLE WHEEL	US	29/424,584	6/13/2012	D726,618
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	VEHICLE WHEEL	US	29/424,587	6/13/2012	D722,935
Carbon Revolution Limited (now known as Carbon Revolution Pty Ltd)	VEHICLE WHEEL	US	29/477,728	12/26/2013	D730,796

Domain Names:

1. carbonrev.com