PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI672484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
enviolo B.V.	12/03/2024

RECEIVING PARTY DATA

Company Name:	GLAS Trust Corporation Limited
Street Address:	55 Ludgate Hill
Internal Address:	Level 1, West
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7JW

PROPERTY NUMBERS Total: 45

Property Type	Number
Patent Number:	7762919
Patent Number:	7976426
Patent Number:	7785228
Patent Number:	8920285
Patent Number:	10036453
Patent Number:	8066613
Patent Number:	8171636
Application Number:	14263900
Application Number:	15155508
Application Number:	15651266
Patent Number:	8376903
Patent Number:	9086145
Application Number:	12525294
Application Number:	14285463
Application Number:	15142486
Application Number:	15618678
Application Number:	15881145
Application Number:	15436471
Patent Number:	8900085

PATENT REEL: 069486 FRAME: 0623

508902847

Property Type	Number
Patent Number:	9869388
Patent Number:	10260629
Patent Number:	8626409
Patent Number:	9739375
Patent Number:	10704687
Patent Number:	9074674
Patent Number:	10066713
Patent Number:	7882762
Patent Number:	8776633
Patent Number:	8469856
Patent Number:	8852050
Patent Number:	9903450
Patent Number:	10704657
Patent Number:	8360917
Patent Number:	8663050
Patent Number:	9279482
Patent Number:	9920823
Patent Number:	10746270
Patent Number:	8888643
Patent Number:	9291251
Patent Number:	10197147
Patent Number:	10875603
Application Number:	17129564
Application Number:	14885846
Application Number:	16674785
Application Number:	17537871

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)927-9801

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC J. Paterson
Address Line 1: 19 West 44th Street

Address Line 2: Suite 200

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	Jean Paterson

DATE SIGNED:	12/04/2024	
Total Attachments: 13		
source=12-04-2024 Enviolo_BV_PT#pa	ge1.tiff	
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<u>Grant of Security Interest</u> in United States Patents and Trademarks

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 3, 2024 (as it may be amended, amended and restated, novated, supplemented or otherwise modified or extended from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature page hereto (the "**Grantor**") in favor of GLAS TRUST CORPORATION LIMITED, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of April 25, 2022 (as amended, amended and restated, novated, supplemented or otherwise modified or extended from time to time, the "**Pledge and Security Agreement**") between the Grantor and the other grantors party thereto and the Security Agent pursuant to which the Grantor granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and is required to execute and deliver this 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 Security Agent as follows:

SECTION. 1. Defined Terms

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

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on <u>Schedule A</u> hereto;
 - (ii) each Patent License, including each Patent License listed on <u>Schedule A</u> hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in <u>Schedule B</u> hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in $\underline{\text{Schedule B}}$ hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

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SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the occurrence of the Senior Discharge Date and termination of the Pledge and Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ENVIOLO B.V., as Grantor

Name: Edward Culley Title:

CEO

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

GLAS TRUST CORPORATION LIMITED, as

Security Agent, as Grantee

By:

Glda (ara

AA339CRFEC40469

Name: Title:

Gilda Cara

Transaction Team Leader

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
7,762,919	2005-10-04	CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A., Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B.	US	Enviolo B.V.
7,976,426	2007-08-20	CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B.	US	Enviolo B.V.
7,785,228	2007-08-20	TORSION DISC FOR USE IN A CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon	US	Enviolo B.V.

Schedule A

			M.; Lohr III, Charles B.		
8,920,285	2012-12-10	CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B.	US	Enviolo B.V.
10,036,453	2014-12-29	CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B.	US	Enviolo B.V.
8,066,613	2007-08-20	CONTINUOUSLY VARIABLE TRANSMISSION	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe, Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B.	US	Enviolo B.V.
8,171,636	2007-08-20	A METHOD OF MANUFACTURIN G A STATOR OF A CAGE FOR A CONTINUOUSLY VARIABLE	Smithson, Robert A. Pohl, Brad P.; Armstrong, Oronde J.; Miller, Donald C.; Dawe,	US	Enviolo B.V.

14/263,900	2014-04-28	TRANSMISSION (CVT) CONTINUOUSLY VARIABLE TRANSMISSION	Daniel J.; Thomassy, Fernand A.; Simister, Matthew P.; Poth, Wesley R.; Nichols, Jon M.; Lohr III, Charles B. Miller, Donald C.; Smithson, Robert A.; Pohl,	US	Enviolo B.V.
			Brad P.; Lohr III, Charles B.; Nichols, Jon M.		
15/155,508	2016-05-16	CONTINUOUSLY VARIABLE TRANSMISSION	Miller, Donald C.; Smithson, Robert A.; Pohl, Brad P.; Lohr III, Charles B.; Nichols, Jon M.	us	Enviolo B.V.
15/651,266	2017-07-17	CONTINUOUSLY VARIABLE TRANSMISSION	Miller, Donald C.; Smithson, Robert A.; Pohl, Brad P.; Lohr III, Charles B.; Nichols, Jon M.	US	Enviolo B.V.
8,376,903	2007-11-06	CLAMPING FORCE GENERATOR	Pohl, Brad P.; Dawe, Daniel J.; Lohr III, Charles B.; Nichols, Jon M.	US	Enviolo B.V.
9,086,145	2013-02-12	CLAMPING FORCE GENERATOR	Pohl, Brad P.; Dawe, Daniel J.; Lohr III, Charles B.; Nichols, Jon M.	US	Enviolo B.V.
12/525,294	2008-01-31	SYSTEMS AND METHODS FOR CONTROL OF TRANSMISSION AND/OR PRIME MOVER	Carter, Jeremy; Pohl, Brad P.; McDaniel, Loren T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus; Bartholomew Mark E; Vasiliotis, Christopher M.	US	Enviolo B.V.
14/285,463	2014-05-22	SYSTEMS AND METHODS FOR CONTROL OF	Carter, Jeremy; Pohl, Brad P.; McDaniel, Loren	US	Enviolo B.V.

		TRANSMISSION AND/OR PRIME MOVER	T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus;. Bartholomew Mark E; Vasiliotis, Christopher M.		
15/142,486	2016-04-29	SYSTEMS AND METHODS FOR CONTROL OF TRANSMISSION AND/OR PRIME MOVER	Carter, Jeremy; Pohl, Brad P.; McDaniel, Loren T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus; Bartholomew Mark E; Vasiliotis, Christopher M.	US	Enviolo B.V.
15/618,678	2017-06-09	SYSTEMS AND METHODS FOR CONTROL OF TRANSMISSION AND/OR PRIME MOVER	Carter, Jeremy; Pohl, Brad P.; McDaniel, Loren T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus; Bartholomew Mark E; Vasiliotis, Christopher M.	US	Enviolo B.V.
15/881,145	2018-01-26	SYSTEMS AND METHODS FOR CONTROL OF TRANSMISSION AND/OR PRIME MOVER	Carter, Jeremy; Pohl, Brad P.; McDaniel, Loren T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus;.	US	Enviolo B.V.

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			Bartholomew Mark E;		
			Vasiliotis,		
			Christopher M.		
15/436,471	2017-02-17	ELECTRIC TRACTION DRIVES	Pohl, Brad P.; Pohl, Brad P.; McDaniel, Loren T.; Keilers, Cyril; Ruggles, Tim; Rogers, David; Diehl, Eric; Orand, Austin; Delz, Alan Mark; Parks, Paul Argus; Bartholomew Mark E; Vasiliotis, Christopher M.	US	Enviolo B.V.
8,900,085	2013-08-09	CONTINUOUSLY VARIABLE TRANSMISSION	Pohl, Brad P.; Thomassy, Fernand A; Lohr III, Charles B.	US	Enviolo B.V.
9,869,388	2014-11-21	CONTINUOUSLY VARIABLE TRANSMISSION	Pohl, Brad P.; Thomassy, Fernand A; Lohr III, Charles B.	US	Enviolo B.V.
10,260,629	2018-01-12	CONTINUOUSLY VARIABLE TRANSMISSION	Pohl, Brad P.; Thomassy, Fernand A; Lohr III, Charles B.	US	Enviolo B.V.
8,626,409	2012-11-20	AUTOMATIC TRANSMISSIONS AND METHODS THEREFOR	Vasiliotis, Christopher M.; McDaniel, Loren T.	US	Enviolo B.V.
9,739,375	2016-02-01	AUTOMATIC TRANSMISSIONS AND METHODS THEREFOR	Vasiliotis, Christopher M.; McDaniel, Loren T.	US	Enviolo B.V.
10,704,687	2017-08-18	AUTOMATIC TRANSMISSIONS AND METHODS THEREFOR	Vasiliotis, Christopher M.; ; McDaniel, Loren T.	US	Enviolo B.V.
9,074,674	2014-02-03	CONTINUOUSLY VARIABLE TRANSMISSION	Nichols, Jon M.; Simister, Matthew P.; Dawe, Daniel J.; Lohr III, Charles B.; Obrzut, Timothy M.	US	Enviolo B.V.
10,066,713	2016-12-21	CONTINUOUSLY VARIABLE TRANSMISSION	Nichols, Jon M.; Simister, Matthew P.; Dawe, Daniel J.;	US	Enviolo B.V.

			Lohr III, Charles B.; Obrzut, Timothy M.		
7,882,762	2006-04-24	SYSTEM FOR MANIPULATING A CONTINUOUSLY VARIABLE TRANSMISSION	Armstrong, Oronde; Barrow, Christopher; Elhardt, Paul; Mack, Henry; Miggels, Stephen; Tsotsoros, Stephen	US	Enviolo B.V.
8,776,633	2010-12-22	SYSTEM FOR MANIPULATING A CONTINUOUSLY VARIABLE TRANSMISSION	Armstrong, Oronde; Barrow, Christopher; Elhardt, Paul; Mack, Henry; Miggels, Stephen; Tsotsoros, Stephen	US	Enviolo B.V.
8,469,856	2008-08-26	CONTINUOUSLY VARIABLE TRANSMISSION	Thomassy, Fernand A.	US	Enviolo B.V.
8,852,050	2013-06-21	CONTINUOUSLY VARIABLE TRANSMISSION	Thomassy, Fernand A.	US	Enviolo B.V.
9,903,450	2014-09-30	CONTINUOUSLY VARIABLE TRANSMISSION	Thomassy, Fernand A.	US	Enviolo B.V.
10,704,657	2018-02-26	CONTINUOUSLY VARIABLE TRANSMISSION	Thomassy, Fernand A.	US	Enviolo B.V.
8,360,917	2010-04-15	CONTINUOUSLY VARIABLE TRANSMISSION	Nichols, Jon M.	US	Enviolo B.V.
8,663,050	2012-12-17	CONTINUOUSLY VARIABLE TRANSMISSION	Nichols, Jon M.; Stevenson, Gregory G.; Pohl, Brad P.; Thomassy, Fernand A; Lohr, Charles B; Carter, Jeremy; Sherrill, John W.; Sweet, Brian Benjamin	US	Enviolo B.V.
9,279,482	2014-03-03	CONTINUOUSLY VARIABLE TRANSMISSION	Nichols, Jon M.; Stevenson, Gregory G.; Pohl, Brad P.; Thomassy, Fernand A.;	US	Enviolo B.V.

9,920,823	2016-03-07	CONTINUOUSLY VARIABLE TRANSMISSION	Lohr III, Charles B.; Carter, Jeremy; Sherrill, John W.; Sweet, Brian B. Nichols, Jon M.; Stevenson, Gregory G.; Pohl, Brad P.; Thomassy, Fernand A.; Lohr III, Charles B.; Carter, Jeremy; Sherrill, John W.; Sweet,	US	Enviolo B.V.
10,746,270	2018-03-16	CONTINUOUSLY VARIABLE TRANSMISSION	Brian B. Nichols, Jon M.; Stevenson, Gregory G.; Pohl, Brad P.; Thomassy, Fernand A.; Lohr III, Charles B.; Carter, Jeremy; Sherrill, John W.; Sweet, Brian B.	US	Enviolo B.V.
8,888,643	2011-11-03	CONTINUOUSLY VARIABLE TRANSMISSION	Lohr III, Charles B.; Pohl, Brad P.	US	Enviolo B.V.
9,291,251	2014-11-14	CONTINUOUSLY VARIABLE TRANSMISSION	Lohr III, Charles B.; Pohl, Brad P.	US	Enviolo B.V.
10,197,147	2016-03-18	CONTINUOUSLY VARIABLE TRANSMISSION	Lohr III, Charles B.; Pohl, Brad P.	US	Enviolo B.V.
10,875,603	2018-07-13	SYSTEMS AND METHODS FOR AUTOMATIC CONFIGURATION AND AUTOMATIC CALIBRATION OF CONTINUOUSLY VARIABLE TRANSMISSIONS AND BICYCLES HAVING CONTINUOUSLY VARIABLE TRANSMISSIONS	Contello, Wayne Leroy; Sweet, Brian Benjamin; Hilgart, Richard; Birchak, Jeffrey A.; Gust, Kevin Alan	US	Enviolo B.V.
17/129,564	2020-12-21	SYSTEMS AND METHODS FOR AUTOMATIC	Contello, Wayne Leroy; Sweet, Brian Benjamin;	US	Enviolo B.V.

		CONFIGURATION AND AUTOMATIC CALIBRATION OF CONTINUOUSLY VARIABLE TRANSMISSIONS AND BICYCLES HAVING CONTINUOUSLY VARIABLE TRANSMISSIONS	Hilgart, Richard; Birchak, Jeffrey A.; Gust, Kevin Alan		
14/885,846	2015-10-16	CONTINUOUSLY VARIABLE TRANSMISSION	Vasiliotis, Christopher M. Jon Nichols	US	Enviolo B.V.
16/674,785	2019-11-05	CONTINUOUSLY VARIABLE TRANSMISSIONS , SYNCHRONOUS SHIFTING, TWIN COUNTERSHAFT S AND METHODS FOR CONTROL OF SAME	Schoolcraft, Brian	US	Enviolo B.V.
17/537,871	2021-11-30	CONTINUOUSLY VARIABLE TRANSMISSIONS , SYNCHRONOUS SHIFTING, TWIN COUNTERSHAFT S AND METHODS FOR CONTROL OF SAME	Schoolcraft, Brian	US	Enviolo B.V.

PATENT LICENSES

- License Agreement between enviolo B.V. (as successor to Fallbrook Intellectual Property Company, LLC) and Jiangsu Tri Star Technology Company, Ltd. (f/k/a Tri Star, Inc.) effective June 24, 2018, as amended January 1, 2023, providing a limited license to all patents held by enviolo B.V.
- Non-Exclusive License Agreement dated April 21, 2019, as amended between enviolo B.V. (as successor to Fallbrook Intellectual Property Company LLC) and SuperTurbo Technologies, LLC., providing license to all patents held by enviolo B.V. related to enviolo's products.
- Development and Commercialization Agreement between enviolo B.V. and Ananda Drive Techniques (Shanghai) Co., Ltd. dated 4 November 2024, providing license to all patents held or controlled by enviolo B.V. that relate to its current or past CVP products and designs.

Schedule A

RECORDED: 12/04/2024

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Issue Date	Mark
6335345	US	04/27/2021	ENVIOLO
3042892	US	01/10/2006	F (stylized and/or with design)
3124622	US	08/01/2006	F Fallbrook Technologies (and Design)
3112765	US	07/04/2006	FALLBROOK TECHNOLOGIES
3407388	US	04/01/2008	N NUVINCI (stylized and/or design)
3245379	US	05/22/2007	NUVINCI
3655958	US	07/14/2009	NUVINCI
3439008	US	6/3/2008	CRUISECONTROLLER
3665121	US	08/04/2009	N NUVINCI (stylized and/or with design)
3665122	US	08/04/2009	N (stylized and/or with design)

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
97526972	US	07/29/2022	AUTOMATIQ
78530877	US	12/10/2004	NUVINCI (stylized and/or with design)

TRADEMARK LICENSES

- License Agreement between enviolo B.V. (as successor to Fallbrook Intellectual Property Company, LLC) and Jiangsu Tri Star Technology Company, Ltd. (f/k/a Tri Star, Inc.) effective June 24, 2018, as amended January 1, 2023, providing a limited license to any trademark rights in the word mark "Nuvinci" and its stylized version held by enviolo B.V.
- Non-Exclusive License Agreement dated April 21, 2019, as amended between enviolo B.V. (as successor to Fallbrook Intellectual Property Company LLC) and SuperTurbo Technologies, LLC., providing a limited license to any trademark rights in the word mark "Nuvinci" held by enviolo B V
- Development and Commercialization Agreement between enviolo B.V. and Ananda Drive Techniques (Shanghai) Co., Ltd. dated 4 November 2024, providing a limited license to the word mark "enviolo" in plain or stylized format.

Schedule B