

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI677010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Leading Edge Power Solutions, LLC	12/06/2024
RECEIVING PARTY DATA	
Company Name:	Crestline Direct Finance, L.P.
Street Address:	c/o Crestline Investors, Inc.
Internal Address:	201 Main Street, Suite 2100
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	11244410
Patent Number:	11776073
Application Number:	18236847
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:	4048884012
Email:	erobinson@huntonak.com
Correspondent Name:	Erika Robinson
Address Line 1:	600 Peachtree ST NE Ste. 4100
Address Line 2:	c/o Hunton Andrews Kurth LLP
Address Line 4:	Atlanta, GEORGIA 30308
NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	Erika Robinson
DATE SIGNED:	12/06/2024
Total Attachments: 5	
source=Patent Security Agreement (Executed)#page1.tiff	
source=Patent Security Agreement (Executed)#page2.tiff	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 6, 2024 (this “**Agreement**”), is entered into by and between Leading Edge Power Solutions, LLC, a California limited liability company (“Grantor”), and Crestline Direct Finance, L.P., as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of December 6, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), Meritum Energy Holdings, LP, a Delaware limited partnership, as a Borrower and as Borrower Representative, Meritum Energy GP, LLC, a Delaware limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Crestline Direct Finance, L.P., as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

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

1. Grant of Security Interest in Patent Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”): (a) all of its Patents, including the patents and applications listed on Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (g) all of its Patent Licenses, including those Patent Licenses listed on Schedule 1 hereto.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Patent 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.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Patent Collateral or any Patent Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patent Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

**LEADING EDGE POWER
SOLUTIONS, LLC**

By: 

Name: Christopher P. Hill

Title: President

ACCEPTED AND ACKNOWLEDGED:

CRESTLINE DIRECT FINANCE, L.P., as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its manager

DocuSigned by:
Keith Williams
By: _____
Name: **Keith Williams**
Title: **Managing Director**

**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

PATENTS			
<u>Grantor</u>	<u>Patent Title</u>	<u>Patent Number</u>	<u>Registration Date</u>
Leading Edge Power Solutions LLC	TECHNOLOGIES FOR DYNAMICALLY DISPATCHING GENERATOR POWER	11,244,410	February 8, 2022
Leading Edge Power Solutions LLC	TECHNOLOGIES FOR DYNAMICALLY DISPATCHING GENERATOR POWER	11,776,073	October 3, 2022
Leading Edge Power Solutions LLC	TECHNOLOGIES FOR DYNAMICALLY DISPATCHING GENERATOR POWER	18/236,847 (Published as US 2023/0410230 on 12/21/23)	August 22, 2023