PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI743945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date	
Faith Technologies	12/31/2024	

RECEIVING PARTY DATA

Company Name:	JPMorgan Chase Bank, N.A.
Street Address:	131 S Dearborn St
Internal Address:	Floor 04
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	8008808
Patent Number:	9093862
Patent Number:	9570753
Patent Number:	9577242
Patent Number:	9024594
Patent Number:	9800051
Patent Number:	10331157
Patent Number:	10439235
Patent Number:	10454277
Patent Number:	10847954
Patent Number:	11183827
Patent Number:	11401731
Patent Number:	11203148
Patent Number:	11413803
Patent Number:	11803500
Patent Number:	10923919
Patent Number:	11441703
Patent Number:	12149089
Patent Number:	9470442

PATENT REEL: 069822 FRAME: 0186

508963808

Property Type	Number
Patent Number:	9705389
Patent Number:	10205369
Patent Number:	11041420
Patent Number:	11680504
Patent Number:	12184070
Application Number:	17581159
Application Number:	18417687
Application Number:	18439210
Application Number:	18762866

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: 3132233518

Email: nlevine@dickinsonwright.com

Correspondent Name: Rebecca Papi

Address Line 1: 500 Woodward Ave.

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	7-7886			
NAME OF SUBMITTER:	NELDA LEVINE			
SIGNATURE:	NELDA LEVINE			
DATE SIGNED:	01/10/2025			

Total Attachments: 8

source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page1.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page3.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page3.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page4.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page5.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page6.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page7.tiff source=4900-6174-4395 v1 Patent and Trademark Security Agreement (Faith) (executed)#page8.tiff

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is entered into as of December 31, 2024 by and between Faith Technologies, Inc., a Wisconsin corporation (the "<u>Grantor</u>"), and JPMORGAN CHASE BANK, N.A., as administrative agent for the lenders (in such capacity, the "<u>Administrative Agent</u>").

RECITALS

- A. The Grantor, the Administrative Agent, the other loan parties party thereto and the lenders party thereto have entered into a Credit Agreement dated as of December 31, 2024 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
- B. In connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of December 31, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement and the Security Agreement.
- C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Administrative Agent, a first-priority security interest in substantially all of the assets of such Grantor, including substantially all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), patent applications, patent licenses, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).
- D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, this Agreement.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in <u>Schedule 1</u> attached hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u>, and any

- trademark licensed under any trademark license listed on <u>Schedule 1</u> attached hereto (items 1 through 3 being herein collectively referred to as the "<u>Trademark Collateral</u>");
- each patent and patent application, including without limitation, each patent and patent application referred to in <u>Schedule 2</u> attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- each patent license, including without limitation, each patent license listed on <u>Schedule 2</u> attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in <u>Schedule 2</u> attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on <u>Schedule 2</u> attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Agreement attach to any (i) "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and, solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such "intent-to-use" trademark application under any applicable federal law, or (ii) any license that by its terms or by law, prohibits the assignment of, or the granting of a security interest over, the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

FAITH TECHNOLIGIES, INC.

By: Bovee
Name: Larry Bovee
Title: Vice President

Signature Page to Patent and Trademark Security Agreement (Faith)

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Sally Weiland

Name: Sall Weiland
Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement (Faith)

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

See attached.

Number	Title	Country Code	Filing Date	Issue Date	Owner	Acquisition/Investment	Licenses Granted	Material?
Registered								
Trademarks								
1156637 Excellerate		CA		12/14/2022		rganic filing by Faith Technologies Inc.	None	
5685868 Excellerate		US	7/11/2018	2/26/2019		rganic filing by Faith Technologies Inc.	None	X
3394330 Faith Technologies		US	5/4/2007	3/11/2008	Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	X
3597640 Faith Technologies logo		US	5/1/2008	3/31/2009	Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	X
5799692 multi-colored X		US	12/12/2018	7/9/2019	Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	x
7122100 DCENTRIQ		US	9/5/2019	7/25/2023	Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	
6732226 ICIAN		US	9/6/2019	5/24/2022	Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	x
Trademark								
Applications								
90858861 GRIDIRON		US	7/30/2021		Faith Technologies Inc. Ac	quired in asset purchase from Gridiron LLC on May 12, 2023	None	
98404412 EnTech Solutions		US	2/13/2024		Faith Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	
98405646 EnTechlogo		US	2/14/2024			rganic filing by Faith Technologies Inc.	None	
98373465 Path to Smarter Energy		US	1/24/2024			rganic filing by Faith Technologies Inc.	None	
98324290 eSkid		US	12/20/2023		Faith Technologies Inc. Of	rganic filing by Faith Technologies Inc.	None	

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

See attached.

Number	Title	Country Code	Filing Date	Issue Date	Owner	Acquisition/Investment	Licenses Granted	Material?
Issued Patents								
IDDAGGET BIGHTED	rity Operation And Switching Method For Znbr Flow Battery Connected To A Common Dc Bus	KR	8/22/2012	7/21/2016	Faith Technologies Inc. Ac	equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	rity Operation And Switching Method For Znbr Flow Battery Connected To A Common Dc Bus	KR	8/22/2012	8/18/2016	Faith Technologies Inc. Ac	equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	rity Operation And Switching Method For Znbr Flow Battery Connected To A Common Dc Bus	KR	8/22/2012	2/15/2019		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	rity Operation And Switching Method For Znbr Flow Battery Connected To A Common Dc Bus tus for Controlling a Hybrid Power System	KR US	8/22/2012 1/16/2009	2/15/2019 8/30/2011		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	v
	tus for Controlling a Hybrid Power System	CN	12/3/2009	6/12/2013		cquired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	^
	tus for Controlling a Hybrid Power System	нк	5/22/2012	3/18/2016		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System	AU	12/3/2009	6/13/2013		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System	CA	12/3/2009	10/8/2013		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	itus For Controlling A Hybrid Power System. tus for Controlling a Hybrid Power System	MX KR	12/3/2009	9/29/2011 8/16/2012		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	tus for Controlling a Hybrid Power System	EP	12/3/2009	6/24/2015		equired in IP asset purchase from Ensync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System	ES	5/8/2006	10/2/2012		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System	GB	4/24/2002	6/24/2015		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System tus for Controlling a Hybrid Power System	IE IT	12/3/2009	6/24/2015 6/24/2015		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	tus for Controlling a Hybrid Power System	NL	12/3/2009	6/24/2015		equired in IP asset purchase from Ensync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System	NO	12/3/2009	6/24/2015		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	itus For Controlling A Hybrid Power System	US	7/19/2011	7/28/2015	Faith Technologies Inc. Ac	equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	×
	tus for Controlling a Hybrid Power System (CIP)	CN	7/18/2012	8/17/2016		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP) tus for Controlling a Hybrid Power System (CIP)	KR ZA	7/17/2012 1/7/2014	3/21/2016 6/28/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	tus for Controlling a Hybrid Power System (CIP)	CA	7/17/2014	5/29/2018		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	MX	7/17/2012	2/16/2016		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	AU	7/17/2012	4/28/2016		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	HK	7/21/2014	3/2/2018		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	JP	7/17/2012 1/8/2014	7/26/2017 3/22/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	RATUS FOR CONTROLLING A HYBRID POWER SYSTEM tus for Controlling a Hybrid Power System (CIP)	DE ES	1/8/2014	3/22/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	tus for Controlling a Hybrid Power System (CIP)	GB	1/8/2014	3/22/2017		cquired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	IE	1/8/2014	3/22/2017	Faith Technologies Inc. Ac	equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	IT	1/8/2014	3/22/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP)	NL	1/8/2014	3/22/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling a Hybrid Power System (CIP) Deration and Switching Method for ZNBR Flow Battery when Connected to Common DC Bus	NO US	1/8/2014 8/22/2012	3/22/2017 2/14/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	v Divider for Uniform Electrolyte Distribution	US	2/18/2014	2/21/2017		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
CN108075145 Reversible Polarity C	Operation And Switching Method For Znbr Flow Battery Connected To Common Dc Bus	CN	8/22/2012	1/7/2022		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	for Power Conversion for Renewable Energy Sources	US	11/5/2012	5/5/2015		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
9800051 Method and Appara	tus for Controlling Energy Flow Between Dissimilar Energy Storage Devices	US	9/3/2015 8/31/2016	10/24/2017 2/18/2021		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	X
	rtus For Controlling Energy Flow Between Dissimilar Energy Storage Devices rtus For Controlling Energy Flow Between Dissimilar Energy Storage Devices	AU CA	8/31/2016	6/6/2023		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	rtus For Controlling Energy Flow Between Dissimilar Energy Storage Devices.	MX	8/31/2016	9/29/2021		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling Energy Flow Between Dissimilar Energy Storage Devices	KP	8/31/2016	1/19/2023		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus For Controlling Energy Flow Between Dissimilar Energy Storage Devices	CN	8/31/2016	7/12/2022		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Managing Power Flow Between an Alternate Energy Source and a Storage Device ncompatible Materials and Materials Formed Thereby	US	1/26/2016	6/25/2019		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 couired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	X
	tus for Controlling Power Flow in a Hybrid Power System	US	6/7/2017	10/22/2019		equired in IP asset purchase from Ensync, Inc. on July 24, 2019	None	×
	tus for Controlling Power Flow in a Hybrid Power System	AU	6/8/2017	7/2/2020		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	~
	tus for Controlling Power Flow in a Hybrid Power System	CA	6/8/2017	9/5/2023		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	tus for Controlling Power Flow in a Hybrid Power System	KR	6/8/2017	8/2/2021		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
	For Power Conversion For Renewable Energy Sources. Hus For Controlling Energy Flow Between Dissimilar Energy Storage Devices	MX EP	11/5/2012 8/31/2016	4/21/2016 7/1/2022		equired in IP asset purchase from EnSync, Inc. on July 24, 2019 equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None None	
	tus For Controlling Energy Flow Between Dissimilar Energy Storage Devices	GB.	8/31/2016	7/1/2022		cquired in IP asset purchase from Ensync, Inc. on July 24, 2019	None	
	tus for Controlling Power Flow in a Hybrid Power System	DE	6/8/2017	10/1/2022		equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
10847954 TEMPORARY DIRECT		US	4/17/2019			rganic filing by Faith Technologies Inc.	None	
11183827 Intermediate Buswa		US		11/23/2021		rganic filing by Faith Technologies Inc.	None	
11401731 Barrier For Potential 11203148 CONDUIT BENDING		US US	3/6/2019	8/2/2022 12/21/2021		rganic filing by Faith Technologies Inc. rganic filing by Faith Technologies Inc.	None None	
11413803 CONDUIT BENDING		US	4/30/2019	8/16/2022		rganic filing by Faith Technologies Inc.	None	
11803500 PEER-TO-PEER DC O		US	7/31/2019			rganic filing by Faith Technologies Inc.	None	
	tus for Controlling Power Flow in a Hybrid Power System	US	9/11/2019	2/16/2021		rganic filing by Faith Technologies Inc.	None	x
11441703 Conduit Alignment T		US	1/29/2021	9/13/2022		rganic filing by Faith Technologies Inc.	None	
12149089 GRID-CONNECTED U 9470442 Power Generation St	INIDIRECTIONAL POWER SUPPLY	US US	6/2/2022 6/25/2014	11/19/2024		rganic filing by Faith Technologies Inc. Equired in asset purchase from Gridiron LLC on May 12, 2023	None None	
9705389 Power Generation S		US	9/20/2016	7/11/2017		couired in asset purchase from Gridinon LLC on May 12, 2023	None	
10205369 Power Generation S	ystem and Method	US	6/22/2017	2/12/2019	Faith Technologies Inc. Ac	equired in asset purchase from Gridiron LLC on May 12, 2023	None	
11041420 Carbon Capture Syst		US	9/21/2017	6/22/2021		cquired in asset purchase from Gridiron LLC on May 12, 2023	None	
11680504 Carbon Capture Syst	em, Apparatus, And Method	US	6/1/2021	6/20/2023		equired in asset purchase from Gridiron LLC on May 12, 2023	None	
12184070 CONTROLLING LOCA	L GENERATION CAPACITY INDEPENDENTLY OF THE POWER GRID (will issue 12-31-2024)	US	3/6/2020	12/31/2024	Farth Technologies Inc. Or	rganic filing by Faith Technologies Inc.	None	
Patent								
Applications								
18/762,866 MODULAR HIGH PO	WER ELECTRIC VEHICLE CHARGING SKID	US	7/3/2024			rganic filing by Faith Technologies Inc.	None	
	itus For Controlling Power Flow In A Hybrid Power System	EP	6/8/2017			equired in IP asset purchase from EnSync, Inc. on July 24, 2019	None	
17/581,159 TRANSACTING NON- 18/417,687 UNDERGROUND DU	-TRADITIONAL ELECTRICAL PROPERTIES	US US	1/21/2022			rganic filing by Faith Technologies Inc. rganic filing by Faith Technologies Inc.	None	
18/417,687 UNDERGROUND DU 18/439,210 ELECTRIC VEHICLE CI		US	1/19/2024 2/12/2024			rganic filing by Faith Technologies Inc. rganic filing by Faith Technologies Inc.	None None	
4 TETROLE OF			,,			,		