

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI888993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

**CONVEYING PARTY DATA**

Name	Execution Date
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (Retiring Agent)	03/14/2025

**RECEIVING PARTY DATA**

<b>Company Name:</b>	NXT Capital, LLC (Successor Agent)
<b>Street Address:</b>	191 N. Wacker Drive
<b>Internal Address:</b>	30th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Patent Number:	7431601
Patent Number:	9625528
Patent Number:	9685734
Patent Number:	8004242
Patent Number:	9725000
Patent Number:	10065521
Patent Number:	10518647
Patent Number:	D864793
Patent Number:	D864792
Patent Number:	7282813
Patent Number:	7279866
Patent Number:	7560902
Patent Number:	9729144

**CORRESPONDENCE DATA**

**Fax Number:** 2122944700

*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:** 2122946635

**Email:** dkumar@winston.com

**PATENT**

**Correspondent Name:** Becky L. Troutman  
**Address Line 1:** Winston & Strawn LLP  
**Address Line 2:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 12415.18 IPSA-BOI/NXT

**NAME OF SUBMITTER:** Deomattie Kumar

**SIGNATURE:** /Deomattie Kumar/

**DATE SIGNED:** 03/14/2025

**Total Attachments: 11**

source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page1.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page2.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page3.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page4.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page5.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page6.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page7.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page8.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page9.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page10.tiff  
source=Bol - NXT - Notice of Assignment of IP Security Agreement [Executed]#page11.tiff

**NOTICE OF ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Notice**”), dated as of March 14, 2025, is by and between **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (individually, “**Bank of Ireland**”), acting in its capacity as the resigning administrative and collateral agent under the Credit Agreement (as defined below) (in such capacity, the “**Retiring Agent**”), and **NXT CAPITAL, LLC** (individually, “**NXT**”), acting in its capacity as the successor administrative agent and collateral agent under the Credit Agreement (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, in connection with that certain Credit and Guaranty Agreement, dated as of September 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Mission Critical Electronics, LLC, a Delaware limited liability company (the “**Borrower**”), WCI – Power Holdings, LLC, a Delaware limited liability company (“**Holdings**”), certain subsidiaries of the Borrower from time to time party thereto as guarantors (collectively, the “**Guarantors**”), the Retiring Agent and each lender from time to time party thereto (collectively, the “**Lenders**”), each of Kussmaul Electronics, LLC (f/k/a Kussmaul Electronics Company, Inc.), a New York limited liability company, Newmar Power, LLC (f/k/a ROI Development Corp.), a Delaware limited liability company, ASEA Power Systems, LLC (f/k/a ASEA Power Systems), a California limited liability company, American Battery Charging, LLC (f/k/a American Battery Charging, Inc.), a California limited liability company, Multiplier Industries, LLC, a Georgia limited liability company, Xantrex LLC, a Delaware limited liability company, and MCE Purkey’s FE, LLC, a Delaware limited liability company, as “**Grantor**”, and the Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto (the “**IP Collateral**”);

**WHEREAS**, pursuant to that certain Successor Agent Agreement, dated as of January 31, 2025 (the “**Successor Agent Agreement**”), by and among the Borrower, Holdings, the other Guarantors party thereto, the Retiring Agent, the Successor Agent and the Lenders party thereto, the Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, each Agreement in its capacity as collateral agent and, if applicable, administrative agent; and

**WHEREAS**, the Retiring Agent and the Successor Agent have agreed to execute this Notice to evidence the assignment of the Retiring Agent’s security interest in the IP Collateral for recordation with the United States Patent and Trademark Office (the “**USPTO**”).

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent and

Successor Agent hereby agree as follows:

Pursuant to the Successor Agent Agreement (a) the Successor Agent has succeeded to (by way of assignment) and has been vested with the rights, powers, privileges, discretions, indemnities, immunities, obligations and interests of Collateral Agent (as defined in the Credit Agreement) under the Agreements (the “**IP Collateral Agency Rights**”), including with respect to all of the Collateral Agent’s rights and interests as the collateral agent, on behalf of the Secured Parties, with respect to the IP Collateral and as the holder of any Lien therein and all rights under the Agreements, and (b) the Retiring Agent has assigned to the Successor Agent all of the Retiring Agent’s rights, title, interest, duties and obligations in all of the IP Collateral Agency Rights, in each case, without any recourse, representations or warranties of any kind or nature.

From and after the date of the Successor Agent Agreement, each of the undersigned agrees (a) each reference in the Agreements to “Collateral Agent” means and is a reference to NXT, in its capacity as Successor Agent, (b) the Successor Agent becomes vested with all of the rights, duties, obligations and other interests of the Collateral Agent under the Pledge and Security Agreement (as defined in the Credit Agreement) and the Agreements, except to the extent otherwise expressly provided in the Successor Agent Agreement, and (c) the Bank of Ireland is discharged from its rights, duties, obligations and other interests as Collateral Agent under the Pledge and Security Agreement and the Agreements, except to the extent otherwise expressly provided in the Successor Agent Agreement.

This Notice is to provide notice of the assignment of the IP Collateral Agency Rights effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Successor Agent Agreement.

Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the IP Collateral originally granted to the Retiring Agent under the Agreements.

This Notice may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Notice to be duly executed as of the date first above written.

**RETIRING AGENT:**

**THE GOVERNOR AND COMPANY OF  
THE BANK OF IRELAND**

By: Carl Andresen  
Name: Carl Andresen  
Title: Director

By: Russ Brightly  
Name: Russ Brightly  
Title: Managing Director

**SUCCESSOR AGENT:**

**NXT CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Kirk Hovde  
Title: Director

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Notice to be duly executed as of the date first above written.

**RETIRING AGENT:**

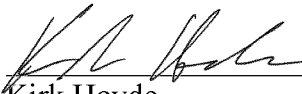
**THE GOVERNOR AND COMPANY OF  
THE BANK OF IRELAND**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUCCESSOR AGENT:**

**NXT CAPITAL, LLC**

By:  \_\_\_\_\_  
Name: Kirk Hovde  
Title: Director

## EXHIBIT A

1. Intellectual Property Security Agreement, dated as of September 28, 2016, and recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel/Frame 5889/0892, by Kusmaul Electronics, LLC (f/k/a Kusmaul Electronics Company, Inc.), Newmar Power, LLC (f/k/a ROI Development Corp.), ASEA Power Systems, LLC (f/k/a ASEA Power Systems), American Battery Charging, LLC (f/k/a American Battery Charging, Inc.) and Multiplier Industries, LLC in favor of The Governor and Company of the Bank of Ireland, as Collateral Agent
2. Intellectual Property Security Agreement, dated as of September 28, 2016, and recorded with the USPTO at Reel/Frame 039925/0509, by Kusmaul Electronics, LLC (f/k/a Kusmaul Electronics Company, Inc.) in favor of The Governor and Company of the Bank of Ireland, as Collateral Agent
3. Intellectual Property Security Agreement, dated as of November 30, 2018, and recorded with the USPTO at Reel/Frame 6492/0227, by Xantrex LLC in favor of The Governor and Company of the Bank of Ireland, as Collateral Agent
4. Intellectual Property Security Agreement, dated as of October 31, 2019, and recorded with the USPTO at Reel/Frame 6785/0100, by MCE Purkey’s FE, LLC in favor of The Governor and Company of the Bank of Ireland, as Collateral Agent

## EXHIBIT B

Copyrights

None.

Trademarks

Grantor	Trademark	Jurisdiction	Status	Reg. No.
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	KE	United States	Registered	4641533
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	Kusssmaul	United States	Registered	4374461
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	Energized and Ready, When Seconds Count	United States	Registered	4511190
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	KE	United States	Registered	3388486
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	Auto Eject	United States	Registered	3633357
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	Auto Charge	United States	Registered	1892965
Kusssmaul Electronics, LLC (f/k/a Kusssmaul Electronics Company, Inc.)	Auto-Pump	United States	Registered	1366356
Newmar Power, LLC (f/k/a ROI Development Corp.)	Newmar	United States	Registered	3017044
Newmar Power, LLC (f/k/a ROI Development Corp.)	Newmar	United States	Registered	1326645
Newmar Power, LLC (f/k/a ROI Development Corp.)	Newmar	United States	Registered	1142281
ASEA Power Systems, LLC (f/k/a ASEA Power Systems)	ASEA	United States	Registered	4069856
ASEA Power Systems, LLC (f/k/a ASEA Power Systems)	ASEA Power Systems	United States	Registered	4055473
American Battery Charging, LLC (f/k/a American Battery Charging, Inc.)	American Battery Charging ABC	United States	Registered	2614793



Grantor	Trademark	Jurisdiction	Status	Reg. No.
MCE Purkey's FE, LLC	Solar Dash Charging System	United States	Registered	5357988
MCE Purkey's FE, LLC	Capacitor Actuated Portable Starter (CAPS)	United States	Registered	5338305
MCE Purkey's FE, LLC	Dual Shield Low Voltage Disconnect	United States	Registered	5338303
MCE Purkey's FE, LLC	Purkeys	United States	Registered	5231983
MCE Purkey's FE, LLC	Boss	United States	Registered	5231970
MCE Purkey's FE, LLC	Purkeys Direct Liftgate Charging System	United States	Registered	5231969
MCE Purkey's FE, LLC	Purkeys Select Liftgate Charging System	United States	Registered	5231964
MCE Purkey's FE, LLC	Solar Bolt Charging System	United States	Registered	5231962
MCE Purkey's FE, LLC	Status	United States	Registered	5231956
MCE Purkey's FE, LLC	TAPS Trailer Auxiliary Power System	United States	Registered	5231950
MCE Purkey's FE, LLC	Safefreight	United States	Registered	6225055
MCE Purkey's FE, LLC	One Connect Nosebox	United States	Registered	6225057
MCE Purkey's FE, LLC	Steadycharge	United States	Registered	6225056
Xantrex LLC	EASY SHUNT	Canada	Registered	TMA682 629
Xantrex LLC	FLEET POWER	Canada	Registered	TMA505 467
Xantrex LLC	FLEET POWER	United States	Registered	1989079
Xantrex LLC	PROSINE	Canada	Registered	TMA479419
Xantrex LLC	PROSINE	United States	Registered	2400393
Xantrex LLC	PROWATT	Canada	Registered	TMA542960
Xantrex LLC	PROWATT	United States	Registered	2140930
Xantrex LLC	S STATPOWER and Design	Canada	Registered	TMA545197
Xantrex LLC	SMART CHOICE FOR POWER	Australia	Registered	1036348
Xantrex LLC	SMART CHOICE FOR	Canada	Registered	TMA547832

Grantor	Trademark	Jurisdiction	Status	Reg. No.
Xantrex LLC	POWER			
Xantrex LLC	SMART CHOICE FOR POWER	Canada	Registered	TMA571463
Xantrex LLC	SMART CHOICE FOR POWER	Dominican Republic	Registered	147553
Xantrex LLC	SMART CHOICE FOR POWER	India	Registered	1328024
Xantrex LLC	SMART CHOICE FOR POWER	New Zealand	Registered	723463
Xantrex LLC	SMART CHOICE FOR POWER	United States	Registered	2787957
Xantrex LLC	SMART CHOICE FOR POWER	United States	Registered	3224051
Xantrex LLC	STATPOWER	Canada	Registered	TMA545205
Xantrex LLC	TECH DOCTOR	Canada	Registered	TMA947628
Xantrex LLC	TECH DOCTOR	United States	Registered	5271615
Xantrex LLC	TRUECHARGE	Canada	Registered	TMA541089
Xantrex LLC	TRUECHARGE	United States	Registered	2644976
Xantrex LLC	XANBUS	Canada	Registered	TMA689757
Xantrex LLC	XANBUS	Community Trademark	Registered	3594058
Xantrex LLC	XANBUS	United States	Registered	3334410
Xantrex LLC	XANTREX	Australia	Registered	1036349
Xantrex LLC	XANTREX	Canada	Registered	TMA540751
Xantrex LLC	XANTREX	China P. R.	Registered	4450783
Xantrex LLC	XANTREX	China P. R.	Registered	4738050
Xantrex LLC	XANTREX	Community Trademark	Registered	2602720
Xantrex LLC	XANTREX	Community Trademark	Registered	4464194
Xantrex LLC	XANTREX	Dominican	Registered	147560

Grantor	Trademark	Jurisdiction	Status	Reg. No.
Xantrex LLC	XANTREX	India	Registered	1328025
Xantrex LLC	XANTREX	New Zealand	Registered	723462
Xantrex LLC	XANTREX	South Korea	Registered	4020070014765
Xantrex LLC	XANTREX	Taiwan	Registered	1191850
Xantrex LLC	XANTREX	United States	Registered	3311748
Xantrex LLC	XPOWER	Australia	Registered	975607
Xantrex LLC	XPOWER	Canada	Registered	TMA561714
Xantrex LLC	XPOWER	Community Trademark	Registered	3520574
Xantrex LLC	XPOWER	India	Registered	1333989
Xantrex LLC	XPOWER	New Zealand	Registered	703786
Xantrex LLC	XPOWER	United States	Registered	2623069
Xantrex LLC	XPOWER and Design	Australia	Registered	1051579
Xantrex LLC	XPOWER and Design	Canada	Registered	TMA698972
Xantrex LLC	XPOWER and Design	Community Trademark	Registered	4391496
Xantrex LLC	XPOWER and Design	New Zealand	Registered	728126
Xantrex LLC	XPOWER and Design	United States	Registered	3652641

**Patents**

Grantor	Patent Title	Issue Date	Jurisdiction	Status	Patent No.
Kussmaul Electronics, LLC (f/k/a Kussmaul Electronics Company, Inc.)	Automatic power line disconnect apparatus	12/18/2006	United States	Issued	7431601
Kussmaul Electronics, LLC (f/k/a Kussmaul	System and Method for Charging a Battery with	4/18/2017	United States	Issued	9625528

Grantor	Patent Title	Issue Date	Jurisdiction	Status	Patent No.
Electronics Company, Inc.)	Parasitic Load Compensation				
Kussmaul Electronics, LLC (f/k/a Kussmaul Electronics Company, Inc.)	Automatic power line disconnect apparatus	6/20/2017	United States	Issued	9685734
MCE Purkey's FE, LLC	SYSTEM AND METHOD FOR MANAGING DISTRIBUTION OF VEHICLE POWER IN A MULTIPLE BATTERY SYSTEM	8/23/2011	United States	Issued	8004242
MCE Purkey's FE, LLC	SYSTEM AND METHOD FOR MONITORING REMOTE BATTERY CHARGING	8/8/2017	United States	Issued	9725000
MCE Purkey's FE, LLC	System and Method for Using Solar Power to Supplement Power in a DC Electrical System	9/4/2018	United States	Issued	10065521
MCE Purkey's FE, LLC	SYSTEM AND METHOD FOR CONTROLLING AN ALTERNATING CURRENT POWER INVERTER	12/31/2019	United States	Issued	10518647
MCE Purkey's FE, LLC	TRAILER NOSEBOX	10/29/2019	United States	Issued	D864793
MCE Purkey's FE, LLC	TRAILER NOSEBOX	10/29/2019	United States	Issued	D864792
Xantrex LLC	AC Power Backfeed Protection Based on Phase Shift	10/16/2007	United States	Issued	7282813
Xantrex LLC	CHARGERS (AUTOMOBILE CIGARETTE LIGHTER SOCKET POWERED UNIVERSAL SERIAL BUS CHARGER)	9/4/2009	European Union	Registered	001162408-0001

Grantor	Patent Title	Issue Date	Jurisdiction	Status	Patent No.
Xantrex LLC	BATTERY CHARGER	10/15/2004	European Union	Registered	000242888-0001
Xantrex LLC	BATTERY TERMINAL	12/1/2004	European Union	Registered	000263199-0001
Xantrex LLC	CHARGER/JUMPER METHOD AND APPARATUS	10/9/2007	United States	Filed	7279866
Xantrex LLC	DUTY CYCLE CONTROLLER FOR HIGH POWER FACTOR BATTERY CHARGER	7/14/2009	United States	Issued	7560902
Xantrex LLC	ENERGY CONVERSION APPARATUS	9/19/2001	Germany	Registered	40108492-0001
Xantrex LLC	ENERGY CONVERSION APPARATUS	3/6/2002	United Kingdom	Registered	2104972
Xantrex LLC	INVERTER-CHARGER	7/16/2004	European Union	Registered	000212121-0001
Xantrex LLC	PORTABLE BACKUP POWER SUPPLY	11/21/2005	European Union	Registered	000435854-0001
Xantrex LLC	BATTERY CHARGERS (PORTABLE ELECTRONICS BATTERY CHARGER)	5/12/2008	European Union	Registered	000935267-0001
Xantrex LLC	CHARGERS (UNIVERSAL PORTABLE-DEVICE CHARGER)	12/28/2007	European Union	Registered	000853882-0001
Xantrex LLC	INVERTERS (VEHICLE MOUNTABLE INVERTER)	12/17/2004	European Union	Registered	000272737-0001
Xantrex LLC	ISOLATED UNI-POLAR TRANSISTOR GATE DRIVE	8/8/2017	United States	Issued	US9729144

PATENT

REEL: 070520 FRAME: 0943

RECORDED: 03/14/2025