

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stored Energy Systems, a limited liability company		12/08/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Blvd., Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4371924	ENERGENIUS	
Registration Number:	4506999	MICROGENIUS	
Registration Number:	5022248	SENS	
Registration Number:	4547604	SENS	
Registration Number:	4493485	SENS STORED ENERGY SYSTEMS	
Registration Number:	4399062	STORED ENERGY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70DW-324167		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		

CH \$165.00 4371924

DATE SIGNED:	12/23/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 8, 2020, is made by **STORED ENERGY SYSTEMS, A LIMITED LIABILITY COMPANY**, a Colorado limited liability company (“**Grantor**”) and **CADENCE BANK, N.A.**, a national banking association (“**Secured Party**”).

WHEREAS, Grantor and Secured Party have entered into that certain Loan, Guaranty and Security Agreement (Main Street Priority Loan Facility) of even date herewith (the “**Loan, Guaranty and Security Agreement**”). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan, Guaranty and Security Agreement.

WHEREAS, under the terms of the Loan, Guaranty and Security Agreement, Grantor has granted a security interest in certain property, including Grantor’s general intangibles, to Secured Party.

WHEREAS, in furtherance of the purposes of the Loan, Guaranty and Security Agreement, Grantor has agreed to execute this Agreement for recording, at the option of Secured Party, with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants a security interest and mortgage to Secured Party in and to Grantor's entire right, title and interest in, to and under the following, but excluding all Excluded Collateral (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance of all of Borrower’s present or future indebtedness, obligations and liabilities to Secured Party:

(a) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, each registration and application identified in **Exhibit A** attached hereto (collectively, the “**Trademarks**”);

(b) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(c) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Copyrights**”);

(d) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(e) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in more than one counterpart, each of which will be an original, and all of which shall be deemed to be one and the same instrument. For this purpose, signature pages transmitted by facsimile or PDF shall be deemed to be original signature pages.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of law principles thereof that would result in the application of any law other than the law of the State of Texas..

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan, Guaranty and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan, Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this are in conflict with the Loan, Guaranty and Security Agreement, the provisions of the Loan, Guaranty and Security Agreement shall govern

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**STORED ENERGY SYSTEMS,
A LIMITED LIABILITY COMPANY,**
a Colorado limited liability company

By: _____

Name: Timothy Fries

Title: Vice President

(Signature Page to Intellectual Property Security Agreement)

**TRADEMARK
REEL: 007145 FRAME: 0691**

Exhibit A

TRADEMARK REGISTRATIONS AND APPLICATIONS


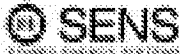


Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Owner of Record	Status
ENERGENIUS	RN: 4371924 SN: 85795786	U.S.	December 5, 2012	July 23, 2013	Stored Energy Systems, a Limited Liability Company	Registered
MICROGENIUS	RN: 4506999 SN: 85795771	U.S.	December 5, 2012	April 1, 2014	Stored Energy Systems, a Limited Liability Company	Registered
SENS	RN: 5022248 SN: 86867681	U.S.	January 6, 2016	August 16, 2016	Stored Energy Systems, a Limited Liability Company	Registered
	RN: 4547604 SN: 86105018	U.S.	October 29, 2013	June 10, 2014	Stored Energy Systems, a Limited Liability Company	Registered
	RN: 4493485 SN: 85795787	U.S.	December 5, 2012	March 11, 2014	Stored Energy Systems, a Limited Liability Company	Registered
STORED ENERGY SYSTEMS	RN: 4399062 SN: 85795796	U.S.	December 5, 2012	September 10, 2013	Stored Energy Systems, a Limited Liability Company	Registered
	AN: 1845320 RN: TMA1,070,167	Canada	June 30, 2017	January 20, 2020	Stored Energy Systems, a Limited Liability Company	Registered
ENERGENIUS	SN: 87920358	U.S.	May 14, 2018		Stored Energy Systems, a Limited Liability Company	Pending
STORED ENERGY SYSTEMS	SN: 88192295	U.S.	November 13, 2018		Stored Energy Systems, a Limited Liability Company	Pending
STORED ENERGY SYSTEMS	SN: 88192302	U.S.	November 13, 2018		Stored Energy Systems, a Limited Liability Company	Pending
	RN: 1363535	EU	June 28, 2017		Stored Energy Systems, a Limited Liability Company	Registered

Exhibit B

PATENTS AND PATENT APPLICATIONS

Title	Country	Application No. & Filing Date	Patent No. & Issue Date
Cabinet Based DC Power Systems	U.S.	14/099,889 12/06/2013	9,231,491 12/16/2015
Dynamic Boost Battery Chargers	U.S.	14/276,906 05/13/2014	9,270,140 02/23/2016
Dynamic Boost Battery Chargers	U.S.	14/955,656 12/01/2015	9,385,556 06/15/2016
Dynamic Boost Battery Chargers	U.S.	14/955,746 12/01/2015	9,413,186 08/09/2016
Dynamic Boost Battery Chargers	U.S.	14/955,604 12/01/2015	9,509,164 11/29/2016
Self-contained Automatic Battery Charging Systems and Methods	U.S.	14/536,368 11/07/2014	9,466,995 10/11/216
Systems and Methods for Self-contained Automatic Battery Charging and Battery-life-extension Charging	U.S.	15/258,371 09/07/2016	9,948,125 04/17/2018
Enclosure and Cooling System for Electronic Equipment	U.S.	15/951,324 04/12/2018	10,575,433 02/25/2020

Exhibit C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

SMRH:4829-9935-4576.4

RECORDED: 12/23/2020

**TRADEMARK
REEL: 007145 FRAME: 0694**