

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILFAB SOLAR INC.		12/08/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	66 Wellington Street W., Suite 4500		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5K 1E7		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6708647	SILFAB SOLAR	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<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:	904 247-2620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO Box 331937		
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233		
ATTORNEY DOCKET NUMBER:	5360.1001		
NAME OF SUBMITTER:	James R. Menker		
SIGNATURE:	/jmenker/		
DATE SIGNED:	12/20/2022		
Total Attachments: 6			
source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page1.tif			
source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page2.tif			
source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page3.tif			

OP \$40.00 6708647

source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page4.tif

source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page5.tif

source=20221208 IP SECURITY AGREEMENT GRANTED BY SILFAB SOLAR INC. TO JPMORGAN CHASE BANK - Copy - Copy#page6.tif

INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT** (this **Agreement**), dated as of December 8, 2022, is made by **SILFAB SOLAR INC.** (the **Grantor**) in favor of **JPMORGAN CHASE BANK, N.A., TORONTO BRANCH**, as administrative agent (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of:

- (i) the United States trademark listed in Schedule "A" hereto (the **US Trademark**); and
- (ii) the United States patent listed in Schedule "B" hereto (the **US Patent**, and collectively with the US Trademark, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into that certain general security agreement dated as of December 18, 2020, as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.
4. Upon termination of the Security Document pursuant to Section 8.14 thereof, or otherwise, the Secured Party shall, upon written request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing and in a form recordable with the USPTO releasing the security interest of the Secured Party in the Intellectual Property created pursuant to the Security Document.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed

counterpart of this Agreement by PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts and shall be effective as of the formal date hereof.

6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

SILFAB SOLAR INC.

as Grantor

By: 

Name: Paolo Maccario

Title: President and CEO


[Signatures continue on next page]

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**
as Secured Party

By: A. Marchetti
Name: Auggie Marchetti
Title: Authorized Officer

SCHEDULE "A"

US TRADEMARK

Title	Application No. / Registration No.	Application Date / Registration Date
SILFAB SOLAR and Design 	Registration No.: 6708647	Registration Date: April 19, 2022

SCHEDULE "B"

US PATENT

Title	Application No. / Registration No.	Application Date / Registration Date
HALF-CELL PHOTOVOLTAIC MODULES	App. No.: 17605922	Application Date: October 22, 2021