

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI83532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCADIA POWER, INC.		03/08/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	875 15th St NW, Floor 7		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6095589	ARCADIA	
Registration Number:	5410292	ARCADIA POWER	
Registration Number:	5212136	PORTABLE PANEL	
Registration Number:	6994269	ARCADIA	
Registration Number:	6855719	ARCADIA	
Registration Number:	6752276	ARCADIA	
Registration Number:	6836853	ARCADIA	
Registration Number:	6753210	A	
Registration Number:	6904193	A	
Registration Number:	6842740	A	
Registration Number:	6855740	A	
Registration Number:	7154623	A	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Connecticut Avenue NW		

OP \$315.00.00 88725344

Address Line 2: Suite 712
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2295680 TM

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 03/11/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 8, 2024, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and ARCADIA POWER, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property to the extent constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 A attached hereto (collectively, the “Copyrights”);

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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”);

(e) Any 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 those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) 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;

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

(j) 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

ARCADIA POWER, INC.

5600 South Quebec Street, Suites D-320 and D-310
Greenwood Village, Colorado 80111
Attention: Paul Mulé, SVP Finance

By: Kiran Bhatraju

Name: Kiran Bhatraju

Title: Chief Executive Officer

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

875 15th St NW, Floor 7
Washington, DC 20005
Attention: Sebastian Pinto

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

ARCADIA POWER, INC.

5600 South Quebec Street, Suites D-320 and D-310
Greenwood Village, Colorado 80111
Attention: Paul Mulé, SVP Finance

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

875 15th St NW, Floor 7
Washington, DC 20005
Attention: Sebastian Pinto

By: *S F Pinto*

Name: Sebastian Pinto

Title: Authorized Officer

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008365 FRAME: 0053

EXHIBIT A

Copyrights

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Application / Reg / Publication Number</u>	<u>Application / Reg / Publication Date</u>
SYSTEMS AND METHODS OF DETERMINING DATA OF ENERGY UTILITIES	20230316432 17/701791	10/5/2023 3/23/2022
METHODS OF CONFIGURING A STATE MACHINE TO MANAGE A COMMUNITY SOLAR ENERGY GENERATING SYSTEM	20230306533 17/701825	9/28/2023 3/23/2022
SYSTEMS AND METHODS OF UTILITY DATA TRIANGULATION TO VERIFY DATA ACCURACY	20230306479 17/701776	9/28/2023 3/23/2022
Methods of allocating energy generated by a community solar energy system	11734779 17/704097 20220215489	8/22/2023 3/25/2022 7/7/2022
METHODS OF ALLOCATING ENERGY GENERATED BY A COMMUNITY SOLAR ENERGY SYSTEM	20230196481 18/110113	6/22/2023 2/15/2023
Methods of optimizing energy usage from energy suppliers	11658491 17/691630 20220200289	5/23/2023 3/10/2022 6/23/2022
SYSTEMS AND METHODS OF CROSS-UTILITY CREDITING	20230101405 17/490118	3/30/2023 9/30/2021
SYSTEMS AND METHODS OF MAINTAINING ENERGY ALLOCATION FOR A COMMUNITY SOLAR ENERGY GENERATING SYSTEM	20230018298 17/374166	1/19/2023 7/13/2021
Methods of optimizing energy usage from energy suppliers	11322944 16/925707 20210296905	5/3/2022 7/10/2020 9/23/2021
Methods of allocating energy generated by a community solar energy system	11315200 16/942045 20220036484	4/26/2022 7/29/2020 2/3/2022
SYSTEMS AND METHODS FOR MANAGING UTILITY RATES AND DEVICE OPTIMIZATION	20210125197 17076314	4/29/2021 10/21/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application / Registration Number</u>	<u>Application / Registration Date</u>
ARCADIA	88725344 6095589	12/12/2019 7/7/2020
ARCADIA POWER	87301079 5410292	1/13/2017 2/27/2018
PORTABLE PANEL	87057732 5212136	6/2/2016 5/30/2017
ARCADIA	90741998 6994269	5/28/2021 3/7/2023
ARCADIA	90741985 6855719	5/28/2021 9/27/2022
ARCADIA	90741936 6752276	5/28/2021 6/7/2022
ARCADIA	90741962 6836853	5/28/2021 9/6/2022
A	90746827 6753210	6/1/2021 6/7/2022
A	90746861 6904193	6/1/2021 11/22/2022
A	90746847 6842740	6/1/2021 9/13/2022
A	90746857 6855740	6/1/2021 9/27/2022
A	97460041 7154623	6/15/2022 9/5/2023