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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOTIV POWER SYSTEMS, INC.		02/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GMIT LENDING COMPANY, LLC	
Street Address:	4643 South Ulster Street	
Internal Address:	Suite 1400	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	87925815	ABC ADAPTIVE BATTERY CONTROLLER
Serial Number:	87818739	EPIC
Serial Number:	87818738	ELECTRIC POWERED INTELLIGENT CHASSIS
Serial Number:	87818732	EPIC
Serial Number:	86575842	MOTIV

CORRESPONDENCE DATA

Fax Number: 3123606520

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: 312-360-6000

Email: trademarks@freeborn.com

Correspondent Name: Andrew L. Goldstein / Freeborn & Peters

Address Line 1: 311 S. Wacker Drive

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	31283-1
NAME OF SUBMITTER:	Andrew L. Goldstein
SIGNATURE:	/alg/

DATE SIGNED: 05/03/2019

Total Attachments: 7

source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page1.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page2.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page3.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page4.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page5.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page6.tif source=Junior Patent Trademark Security Agreement (final compiled) Schedule I dated#page7.tif

JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT

This JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 20, 2019 by MOTIV POWER SYSTEMS, INC., a Delaware corporation (the "Grantor"), to, and in favor of, GMIT LENDING COMPANY, LLC, a Colorado limited liability company (together with its successors and assigns, the "Lender").

RECITALS:

- A. Pursuant, and subject, to the terms of that certain Junior Secured Promissory Note, dated as of February 20, 2019, made by the Company to, and in favor of, Grantor in the original maximum principal amount of \$5,000,000 (as the same may be amended, modified, restated or replaced from time to time, the "*Note*"), Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor.
- B. Reference is further made to that certain Junior Security Agreement, dated as of February 20, 2019, made by Grantor to, and in favor of, the Lender (as the same may be amended, modified, restated or replaced from time to time, the "Security Agreement") as additional security for the Note. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.
- NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- 1. Grantor does hereby grant to Lender a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Patent and Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:
 - (a) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule I</u> annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith:
 - (b) each patent license, including, without limitation, each patent license listed on <u>Schedule I</u> annexed hereto, together with all goodwill associated therewith;
 - (c) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule I</u> annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;
 - (d) each trademark license, including without limitation, each trademark license listed on Schedule \underline{I} annexed hereto, together with all goodwill associated therewith; and

- (e) 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 or trademark, including, without limitation, any patent or trademark referred to in <u>Schedule I</u> annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in <u>Schedule I</u>, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on <u>Schedule I</u> annexed hereto.
- 2. Further, the Liens (as such term is used and defined in the Security Agreement) granted pursuant to this Agreement are in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 3. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf formal shall be equally effective as delivery of an original executed counterpart.
- 4. This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of the Note, the Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's Lien in and to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the pursuant to this Agreement and/or the Security Agreement.
- 5. The headings of Sections and Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words and terms used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof and the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive reference. Any reference to a particular agreement shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement.
- 6. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereby irrevocably agree that: (a) any action or proceeding arising out of or relating to this Agreement and/or any of the other Loan Documents shall be commenced in any court of competent jurisdiction in the State of Delaware, or in the United

Stated District Court for the District of Delaware; (b) summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail as provided in this Agreement, or as otherwise provided under the laws of the State of Delaware; (c) to the fullest extent permitted by law, such party waives any objection he/she/it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (d) to the fullest extent permitted by law, such party hereby waives its right to a jury trial for any claims that may arise out of this Agreement and/or any of the other Loan Documents.

- 7. Notwithstanding anything to the contrary herein, all parties hereto expressly acknowledge and agree as follows (with such capitalized terms having the respective meaning ascribed thereto in the Security Agreement):
 - (a) this Agreement shall, at all times while any of the Senior Loans remains outstanding, be subordinate and junior to any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders (or any of them) as security for the Senior Loans (or any of them), including any and all Liens now or hereafter granted to (or otherwise for the benefit of) the Senior Lenders under the Senior Security Agreements and/or any of the other Senior Loan Documents; and
 - (b) Grantor expressly covenants and agrees to pay, or see to the payment of, the Senior Loans and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any of the Senior Loan Documents.

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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

GRANTOR: MOTIV POWER SYSTEMS, INC., a

Delaware corporation

By: ______

President & CEO

LENDER: GMIT LENDING COMPANY, LLC, a

Colorado Limited liability company

By:

Gary Magness, Manager

Signature Page to Junior Patent and Trademark Security Agreement

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SCHEDULE I

TO

JUNIOR PATENT AND TRADEMARK SECURITY AGREEMENT DATED AS OF FEBRUARY $\frac{20}{}$, 2019

• THE MOTIV POWER SYSTEMS, INC. PATENTS AND PATENT APPLICATIONS

Patent. No.	Title	Serial No.	Issue Date	Filing Date
8,519,670	System and Method for Balancing	12/730,174	08-27-2013	03-23-2010
	Charge Within a Battery Pack			
8,698,351	System And Method For Managing A	12/908,816	04-15-2014	10-20-2010
	Power System With Multiple Power			
	Components			
9,000,727	System and Method for Balancing	13/954,598	04-07-2015	07-30-2013
	Charge Within a Battery Pack			
10,139,848	Generating Leakage Cancelling	6/1/2017	11/27/2018	10,139,848
	Current In Electric Vehicle Charging			
	Systems			
10,180,460	Performing Active Interrogation of	1/20/2017	1/15/2019	10,180,460
	Battery Packs in Situ to Obtain			
	Precise SOC and SOH Estimates			
9,696,743	Generating Leakage Cancelling	2/4/2015	7/4/2017	9,696,743
	Current In Electric Vehicle Charging			
	Systems			
9,568,930	System and Method For Managing a	3/31/2014	2/14/2017	9,568,930
	Power System With Multiple Power			
	Components			
9,513,324	System and Method of Load Testing	3/14/2014	12/06/16	9,513,324
	Multiple Power Converters Without			
	Dedicated Test Equipment			

U.S. Patent Applications:

Appl. Serial No.	Title	Filing Date	Status
15/250,906	Power Share Converter For Connecting	08-29-2016	Pending
	Multiple Energy Storage Systems		
62/739,109	CHARGING APPARATUS AND	9/28/2018	Pending
	METHODS		
16/232,022	Performing Active Interrogation of	12/25/2018	Pending
	Battery Packs in Situ to Obtain Precise		
	SOC and SOH Estimates		
16/192,147	Real-Time Reporting And Estimating	11/15/2018	Pending
	of Mass of Vehicles Using Drive		
	Characteristics		
16/191,996	Pre-Loading Drivetrain To Minimize	11/15/2018	Pending
	Electric Vehicle Rollback And Increase		

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	Drive Responsiveness		
16/191,444	Powering Electric Vehicle Accessory	11/15/2018	Pending
	Devices From Back EMF Generated		
	By An Electric Motor		
16/172,036	Generating Leakage Canceling Current	10/26/2018	Pending
	In Electric Vehicle Charging Systems		
15/694,735	Heat Pump Vehicle Thermal System	9/1/2017	Pending

• MOTIV POWER SYSTEMS, INC. TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Docket No.	Serial No.	Status
APROPTION ACTION OF STREET, 25	MOT-T05	87925815	Published for Opposition
PEPIC	MOT-T04	87818739	Pending
ELECTRIC POWERED INTELLIGENT CHASSIS	MOT-T03	87818738	Pending
EPIC	MOT-T02	87818732	Pending
(11071)	MOT-T01	86575842	Issued and Active

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Schedule 1

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RECORDED: 05/07/2019