

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
loxus, Inc.		05/12/2020	Corporation: DELAWARE
Ares Capital Corporation		05/12/2020	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Systematic Power Manufacturing, LLC		
<b>Doing Business As:</b>	loxus		
<b>Street Address:</b>	2847 John Deere Drive		
<b>Internal Address:</b>	Suite 102		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37917		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3804413	IOXUS	
<b>Registration Number:</b>	3808150	IOXUS	
<b>Registration Number:</b>	5142219	USTART	
<b>Registration Number:</b>	4752989	IMOD X-SERIES	
<b>Registration Number:</b>	4526507	THINPAC	
<b>Registration Number:</b>	4526408	THINCAP	
<b>Registration Number:</b>	4274472	ICAP	
<b>Registration Number:</b>	4260432	IMOD	
<b>Registration Number:</b>	4131257	RETHINK POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8667472595		
<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>			
<b>Phone:</b>	865-224-8555		
<b>Email:</b>	pbrewer@thrive-ip.com		
<b>Correspondent Name:</b>	Peter L. Brewer		
<b>Address Line 1:</b>	8903 Linksvue Drive		

TRADEMARK

**Address Line 2:** Gettysvue Center  
**Address Line 4:** Knoxville, TENNESSEE 37922

**NAME OF SUBMITTER:** Peter L. Brewer

**SIGNATURE:** /Peter L. Brewer/

**DATE SIGNED:** 05/12/2020

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made by and between Ares Capital Corporation ("Ares" or "Assignor"), Ioxus, Inc. ("Ioxus"), and Systematic Power Manufacturing, LLC ("Systematic Power" or "Assignee"). Ares, Ioxus and Systematic Power may sometimes be referred to herein individually as a "Party," and together as "the Parties." This Assignment is effective as of March 30, 2020.

### RECITALS

#### WHEREAS,

Ioxus is a for profit corporation organized in and registered to do business under the laws of the State of Delaware;

Ioxus has an address of 18 Stadium Circle in Oneonta, New York 13820;

Ioxus is in the business of developing, manufacturing, and marketing energy storage devices including ultracapacitors and electrochemical double layer capacitors ("EDLC");

Ioxus is the original owner of the marks as set forth in **Exhibit A** (the "Marks");

Ares Capital Corporation is a for profit corporation organized in and registered to do business under the laws of the State of Maryland;

Ares has a corporate address of 245 Park Avenue, 44<sup>th</sup> Floor, New York, New York 10167;

Ares Capital Corporation is a financing and investment firm;

Ares and Ioxus previously entered into a financing arrangement wherein funds were provided to Ioxus;

As part of the financing arrangement, Ares acquired a security interest in various items of intellectual property owned by Ioxus;

Subsequently, Ares exercised certain post-default remedies with respect to the assets of Ioxus, which included certain intellectual property, and noticed the sale of Ioxus' assets including the Purchased Intellectual Property for a public UCC sale in accordance with Sections 9-611, 9-612 and 9-613 of the UCC (the "UCC Foreclosure Sale");

Systematic Power Manufacturing, LLC is a limited liability company formed in and organized under the laws of the State of Delaware;

Systematic Power has an address of 2847 John Deere Drive, Suite 102, Knoxville, Tennessee 37917;

Ares and Systematic Power, entered into an Amended and Restated Foreclosure Sale Agreement (the "Purchase Agreement") dated March 30, 2020;

Under the Purchase Agreement, Ares agreed to sell and Systematic Power agreed to buy certain assets from the UCC Foreclosure Sale, including what is referred to in the Purchase Agreement as Purchased Intellectual Property;

Ares and Systematic Power also entered into a separate Assignment of Intellectual Property (the "IP Assignment") dated March 30, 2020 wherein the Purchased Intellectual Property was specifically conveyed to Systematic Power;

The Purchased Intellectual Property includes the Marks;

It is the intent of Ioxus, Ares and Systematic Power that Systematic Power, as Assignee, shall have full right, title and interest in and to the Marks of Exhibit A and all good will associated therewith; and

As part of the IP Assignment Systematic Power acquired a limited power of attorney from Ares to take whatever actions are needed to effectuate title in Systematic Power to the Purchased Intellectual Property and to record same.

#### TERMS AND CONDITIONS

#### NOW, THEREFORE,

In consideration of \$1.00 and other good and valuable consideration, acknowledged by Ares Capital Corporation to have been received in full on behalf of Assignee from said Assignor:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, *nunc pro tunc*, the full and exclusive right, title and interest (a) in and to the Marks; (b) in and to all goodwill associated and established with the Marks; (c) the right to license the Marks; and (d) the right to sue for infringement of the Marks in any and all jurisdictions, whether past, present or future, and the right to recover damages in connection with such enforcements.

2. This Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor and its successors, assigns and legal representatives.

3. Ioxus hereby confirms and acquiesces to the transfer of the Marks from Assignor to Assignee, and agrees that as between Ioxus and Assignee, Assignee shall have all right, title and interest in and to the Marks, and the good will therein, in accordance with Section 1 of this Agreement.

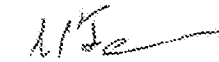
4. Assignor and Ioxus agree to cooperate with Assignee to enable it to enjoy to the fullest extent the right, title and interest to the Marks herein conveyed in the United

States and in other countries where the Marks are used in commerce. Such cooperation shall include, upon reasonable request, prompt production of pertinent facts and documents, execution of petitions, oaths, specifications, declarations or other papers, and other reasonable and necessary assistance all to the extent deemed required by Assignee and its intellectual property and corporate attorneys (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting additional applications under the "Ioxus" house mark; and (c) for legal proceedings involving said Marks and any applications under the "Ioxus" house mark and any registrations related thereto; provided, however, that the reasonable travel, business and legal expenses incurred by Assignor in providing such cooperation shall be paid by Assignee (provided that attorney's fees shall not exceed \$400/hour).

5. Systematic Power Manufacturing, LLC will arrange through counsel to have this Assignment filed of record with the U.S. Patent and Trademark Office and other regional or national patent offices in other countries as necessary to register and record Assignee's rights herein.

IN WITNESS WHEREOF, Assignee, Ioxus and Assignor have executed and delivered this ASSIGNMENT to Assignee on the date indicated below.

Assignor: Ares Capital  
Corporation



Signed

Ian Fitzgerald, Authorized  
Signatory

Dated: May 12, 2020

Assignee: Systematic Power  
Manufacturing, LLC



Signed

Scottie Johnson, President and  
Managing Member of Systematic Power  
Manufacturing, LLC

Dated: May 12, 2020

Ioxus, Inc.



Signed

Chad Hall, President of Ioxus,  
Inc.

Dated: May 12, 2020

**Exhibit A**

<b>Mark</b>	<b>Description</b>	<b>Country</b>	<b>Registration No.</b>
<b>IOXUS</b>	Word Mark	US	3,804,413
<b>IOXUS</b>	Word Mark	US	3,808,150
<b>uStart</b>	Word Mark	US	5,142,219
<b>iMod X-Series</b>	Word Mark	US	4,752,989
<b>ThinPac</b>	Word Mark	US	4,526,507
<b>ThinCap</b>	Word Mark	US	4,526,408
<b>iCap</b>	Word Mark	US	4,274,472
<b>iMod</b>	Word Mark	US	4,260,432
<b>Rethink Power</b>	Word Mark	US	4,131,257
<b>iMod X-Series</b>	Word Mark	CN	1,229,311
<b>Rethink Power</b>	Word Mark	CN	1,125,707
<b>ThinCap</b>	Word Mark	CN	1,145,974
<b>ThinPac</b>	Word Mark	CN	1,158,500
<b>uStart</b>	Word Mark	CN and JP	1,248,701
<b>iMod X-Series</b>	Word Mark	EP / France and JP	1,229,311
<b>IOXUS</b>	Word Mark	EP	8,595,274
<b>Rethink Power</b>	Word Mark	EP, KR and JP	1,125,707
<b>ThinCap</b>	Word Mark	EP	11,845,484
<b>ThinPac</b>	Word Mark	EP	12,762,118
<b>uStart</b>	Word Mark	EP	1,248,701

<b>ThinCap</b>	Word Mark	JP	1,145,974
<b>ThinPac</b>	Word Mark	JP	1,158,500