

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROTERRA INC.		08/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CSI GP I LLC, as Collateral Agent		
Street Address:	599 Lexington Avenue. 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4230384	PROTERRA	
Registration Number:	4478357	PROTERRA	
Registration Number:	5897517	PROTERRA	
Registration Number:	4731122	PROTERRA CATALYST	
Registration Number:	4831980	CATALYST	
Registration Number:	5991622	DUOPOWER	
Registration Number:	4226218	ECORIDE	
Registration Number:	5902895	REVOLUTIONIZING TRANSIT	
Serial Number:	88093236	PROTERRA	
Serial Number:	88093247	PROTERRA	
Serial Number:	88559544	PROTERRA APEX	
Serial Number:	88315030	APEX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

TRADEMARK

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 99353-10030

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 08/17/2020

Total Attachments: 7

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SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2020, is made by PROTERRA INC. (the "Grantor"), in favor of CSI GP I LLC, as collateral agent (in such capacities, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of August 4, 2020 (as amended, supplemented, restated, extended, renewed or replaced from time to time, the "Note Purchase Agreement"), among Grantor and the Investors from time to time party thereto, the Investors have agreed to purchase Notes for consideration set forth in, and upon the terms and conditions provided therein; and

WHEREAS, Grantor is a party to that certain Security Agreement, dated as of August 4, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Collateral Agent may (but shall have no obligation to) accept any signature, contract formation or record-keeping through electronic means, which shall have the same legal validity and enforceability as manual or paper-based methods, to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. Upon request by Collateral Agent, any electronic signature or delivery shall be promptly followed by a manually executed or paper document.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Financing Document. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Note Purchase Agreement and is subject to the terms and provisions therein regarding Financing Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Note Purchase Agreement, the terms and conditions of the Note Purchase Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROTERRA INC
as Grantor

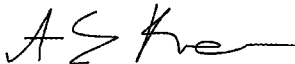
DocuSigned by:
Jack Allen
By: _____
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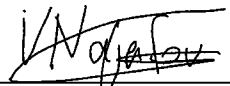
Name: Jack Allen
Title: Chief Executive Officer

[Signature Page To Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:



CSIGP I LLC
as Administrative Agent




By: 
Name: Ewa Kozicz
Title: Co-Head


By: 
Name: Vusal Najafov
Title: Co-Head

Schedule 1

Trademarks

Country	Trademark	Classes	Status	App. No.	Reg. No.	Filing Date	Reg. Date
United States WR File No. 022198.7005	PROTERRA	9, 12	Registered	77/983,282	4230384	27-Jan-2010	23-Oct-2012
United States WR File No. .022198.7006	PROTERRA	42	Registered	77/921,623	4478357	27-Jan-2010	4-Feb-2014
United States WR File No. 022198-7011	PROTERRA	9, 12, 42	Pending	88/093,236	n/a	27-Aug-2018	n/a
United States WR File No. 022198-7002		9, 12, 42	Registered	87/120,131	5897517	28-Jul-2016	29-Oct-2019
United States WR File No. 022198.7012		9, 12, 42	Pending	88/093,247	n/a	27-Aug-2018	n/a
United States WR File No. 022198-7015	PROTERRA APEX	42	Pending	88/559,544	n/a	1-Aug-2019	n/a
United States WR File No. 022198.7007	PROTERRA CATALYST	12	Registered	86/386,295	4731122	5-Sep-2014	5-May-2015
United States WR File No. 022198-7014	APEX	42	Pending	88/315,030	n/a	2-Feb-2019	n/a
United States WR File No. 022198.7008	CATALYST	12	Registered	86/611,754	4831980	28-Apr-2015	13-Oct-2015
United States WR File No. 022198-7010	DUOPOWER	12	Registered	87/638,135	5991622	9-Oct-2017	18-Feb-2020
United States WR File No. 022198.7004	ECORIDE	12	Registered	85/108,762	4226218	16-Aug-2010	16-Oct-2012

Country	Trademark	Classes	Status	App. No.	Reg. No.	Filing Date	Reg. Date
United States WR File No. 022198-7013	REVOLUTIONI ZING TRANSIT	41	Registered	88/409,981	5902895	30-Apr-2019	n/a
Canada WR File No. 022198-8005	PROTERRA	12	Registered	1700609	TMA 1026357	31-Oct-2014	17-Jun-2019
Canada WR File No. 022198-8015	PROTERRA	9, 12, 42	Pending	1933521	n/a	30-Nov-2018	n/a (appl. based on WIPO Intl. Reg.)
Canada WR File No. 022198-8002		9, 12, 42	Registered	1813758	TMA 1046588	12-Dec-2016	2-Aug-2019
Canada WR File No. 022198-8003	PROTERRA CATALYST	12	Registered	1697804	TMA 1025458	10-Oct-2014	17-Jun-2019
Canada WR File No. 022198-8004	CATALYST	12	Registered	1742587	TMA 1025503	20-Aug-2015	17-Jun-2019
Canada WR File No. 022198-8005	DUOPOWER	12	Pending	1864650	n/a	26-Oct-2017	n/a
EU WR File No. 022198.8012	PROTERRA	9, 12, 42	Registered	1446462	1446462	13-Sep-2018	25-Jul-2019 (13-Sep-2018 (based on WIPO))
EU WR File No. 022198.8014		9, 12, 42	Registered	1457389	1457389	27-Aug-2018	12-Sept-2019 (27-Aug-2018 based on WIPO)
UK WR File No. 022198.8016	PROTERRA	9, 12, 42	Pending	1446462	n/a	14-Oct-2019	n/a
UK WR File No. 022198.8017		9, 12, 42	Registered	1457389	1457389	14-Oct-2019	16-Apr-2020 (27-Aug-2018 (based on WIPO))
Intl. Reg. (WIPO) WR File No 022198.8011	PROTERRA	9, 12, 42	Registered	1446462	1446462	13-Sep-2018	13-Sep-2018

Country	Trademark	Classes	Status	App. No.	Reg. No.	Filing Date	Reg. Date
Intl. Reg. (WIPO) WR File No. 022198.8013		9, 12, 42	Registered	1457389	1457389	27-Aug-2018	27-Aug-2018
Intl. Reg. (WIPO) WR File No. 022198.8009	DUOPOWER	12	Registered	1381092	1381092	25-Oct-2017	25-Oct-2017