

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		04/30/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FTC Solar, Inc.		
Street Address:	9020 N Capital of Texas Hwy, Suite I-260		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90431286	SUNDAT	
Serial Number:	90431292	FTC SUNDAT	
Serial Number:	90431298	ATLAS	
Serial Number:	90431301	FTC ATLAS	
Serial Number:	88026652	VOYAGER TRACKER	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	04/30/2021		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated April 30, 2021, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BARCLAYS BANK PLC, as administrative agent (together with its successors in such capacity, the “**Administrative Agent**”) for the financial institutions (each a “**Lender**” and, collectively, the “**Lenders**”) from time to time parties to the Credit Agreement (as defined below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Senior Secured Revolving Credit Facility Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented, renewed, waived or otherwise modified from time to time, the “**Credit Agreement**”), with the Borrower, Barclays, as an Issuing Lender and the Swingline Lender, Barclays, as the Administrative Agent, and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantors and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter) of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of 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.

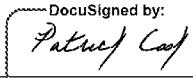
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

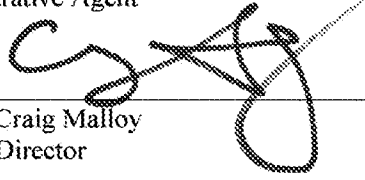
FTC SOLAR, INC.

By:  _____
Name: Patrick Cook
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name: Craig Malloy
Title: Director

A handwritten signature in black ink, appearing to be 'Craig Malloy', written over a horizontal line. The signature is stylized and somewhat cursive.

[Signature Page to Intellectual Property Security Agreement]

Schedule A

Patents

Patents Issued / Filed of each Grantor

FTC Solar Inc.

(Issued Patents and Published Applications)

Application Number	Patent Number	Issue Date	Title
14/543546	9589079	3/7/2017	METHODS AND SYSTEMS FOR DESIGNING PHOTOVOLTAIC SYSTEMS
12/450002	8300439	10/30/2012	DATA ACQUISITION APPARATUS AND METHODOLOGY FOR SELF-DIAGNOSING OF AC MODULES
13/762416	9391380	7/12/2016	ELECTRICAL CABLE HARNESS AND ASSEMBLY FOR TRANSMITTING AC ELECTRICAL POWER
12/468468	8023266	9/20/2011	AC PHOTOVOLTAIC MODULE AND INVERTER ASSEMBLY
13/200190	8659880	2/25/2014	AC PHOTOVOLTAIC MODULE AND INVERTER ASSEMBLY
12/889948	8665610	3/4/2014	MODIFIED ZERO VOLTAGE TRANSITION (ZVT) FULL BRIDGE CONVERTER AND PHOTOVOLTAIC (PV) ARRAY USING THE SAME
13/425561	8988182	3/24/2015	TRANSFORMERS AND METHODS FOR CONSTRUCTING TRANSFORMERS
13/439135	8953350	2/10/2015	PHOTOVOLTAIC POWER CONVERTERS
13/250908	8739478	6/3/2014	INTEGRATED THERMAL MODULE AND BACK PLATE STRUCTURE AND RELATED METHODS
29/393636	D687839	8/13/2013	COMPUTER DISPLAY WITH GRAPHICAL USER INTERFACE
29/343919	D647843	11/1/2011	ENERGY TRANSFER MODULE
29/351766	D648425	11/8/2011	CONCENTRIC ADAPTOR

Application Number	Patent Number	Issue Date	Title
13/235338	8790451	7/29/2014	METHOD AND SYSTEM FOR INTEGRATED HOME COOLING UTILIZING SOLAR POWER
29/385310	D655210	3/6/2012	WEB-BASED THERMOSTAT WITH CALENDAR SCHEDULER
13/660752	9270201	2/23/2016	SOLAR INVERTER
13/732154	9356537	5/31/2016	SLAVE CIRCUIT FOR DISTRIBUTED POWER CONVERTERS IN A SOLAR MODULE
13/732181	9379641	6/28/2016	ENERGY RECOVERY CIRCUIT FOR DISTRIBUTED POWER CONVERTERS IN SOLAR CELLS
14/142334	9276478	3/1/2016	ACTIVE FORWARD MODE RECTIFIER
14/553574	10331805	6/25/2019	METHODS AND SYSTEMS FOR DETERMINING OBSTRUCTION SETBACKS IN A PHOTOVOLTAIC SYSTEM
14/553594	10346561	7/9/2019	METHODS AND SYSTEMS FOR DETERMINING A PHOTOVOLTAIC SYSTEM LAYOUT
13/209033	8816189	8/26/2014	INTEGRATED SOLAR MODULE
29/249321	D560606	1/29/2008	FRAMED SOLAR PANEL
29/249104	D560605	1/29/2008	SOLAR PANEL FRAME
29/328548	D600638	9/22/2009	RECESSED SOLAR MODULE APPARATUS
29/342168	D611895	3/16/2010	RECESSED SOLAR MODULE APPARATUS
29/329770	D601491	10/6/2009	THERMAL SOLAR CELL DESIGN
29/342710	D613243	4/6/2010	THERMAL SOLAR CELL DESIGN

Application Number	Patent Number	Issue Date	Title
29/357428	D688620	8/27/2013	THERMAL SOLAR CELL DESIGN
29/344587	D630576	1/11/2011	SOLAR MODULE APPARATUS
29/360845	D697022	1/7/2014	SOLAR PAN WITH INSERTED FORM
13/531779	8946542	2/3/2015	SOLAR MODULE BONDING METHOD INTEGRATED INTO A PAN STRUCTURE
29/401866	D677619	3/12/2013	SOLAR MODULE ASSEMBLY
12/853838	8272176	9/25/2012	METHODS OF ASSEMBLING SOLAR ENERGY COLLECTING MODULES
13/048054	8726897	5/20/2014	COLLAPSIBLE SOLAR MODULE SUPPORT SYSTEM AND METHOD FOR ASSEMBLING THE SAME
13/319296	8807839	8/19/2014	SYNTHETIC RESIN BEARING FOR PHOTOVOLTAIC TRACKING SYSTEM
13/319290	9188367	11/17/2015	SOLAR POWER GENERATION APPARATUS CAPABLE OF TRACKING SUNLIGHT
13/380714	8878112	11/4/2014	SOLAR POWER GENERATING APPARATUS AND SOLAR TRACKING METHOD
12/592751	8418688	4/16/2013	ASSEMBLY AND METHOD FOR MOUNTING SOLAR PANELS TO STRUCTURAL SURFACES
10/855254	8344239	1/1/2013	MECHANISM FOR MOUNTING SOLAR MODULES
12/949551	8256170	9/4/2012	RACK ASSEMBLY FOR MOUNTING SOLAR MODULES
13/566935	8745936	6/10/2014	RACK ASSEMBLY FOR MOUNTING SOLAR MODULES
11/848766	8806813	8/19/2014	TECHNIQUE FOR ELECTRICALLY BONDING SOLAR MODULES AND MOUNTING ASSEMBLIES

Application Number	Patent Number	Issue Date	Title
11/851299	7721492	5/25/2010	STRUT RUNNER MEMBER AND ASSEMBLY USING SAME FOR MOUNTING ARRAYS ON ROOFTOPS AND OTHER STRUCTURES
12/761325	8234821	8/7/2012	STRUT RUNNER MEMBER AND ASSEMBLY USING SAME FOR MOUNTING ARRAYS ON ROOFTOPS AND OTHER STRUCTURES
12/947601	8177180	5/15/2012	MOUNTING ASSEMBLY FOR ARRAYS AND OTHER SURFACE-MOUNTED EQUIPMENT
14/878325	10607162	3/31/2020	METHODS AND SYSTEMS FOR SCHEDULE-BASED AND ALERT-BASED CLEANING OF PV SYSTEMS
14/289360	9490743	11/8/2016	GROUNDING CLIPS AND TABS FOR MOUNTING COMPONENTS TO SOLAR MODULES
16/375299	10443895	10/15/2019	MOUNTING SYSTEMS FOR SECURING A SOLAR ARRAY AND CLAMPING SYSTEMS THEREOF
16/522095	10972045	4/6/2021	PIVOTING MEMBERS FOR A SOLAR ARRAY
16/562933	10731897	8/4/2020	MOUNTING SYSTEMS FOR SECURING A SOLAR ARRAY AND CLAMPING SYSTEMS THEREOF
17/022974	10935992	3/2/2021	SYSTEMS AND METHODS FOR SOLAR TRACKERS WITH DIFFUSE LIGHT TRACKING
16/522090	Pending	Pending	TRACKING SYSTEMS FOR ADJUSTING A PHOTOVOLTAIC ARRAY

(Unpublished Applications)

Application Number
16/928679
17/003632

17/019806
63/199643
17/183829
17/201323

Schedule B

Trademarks

Trademarks Registered and Pending of each Grantor

FTC Solar Inc.

Trademark	Application No	Filing Date	Class
SUNDAT	90/431,286	30-Dec-2020	09 Int., 42 Int.
FTC SUNDAT (And Design)	90/431,292	30-Dec-2020	09 Int., 42 Int.
ATLAS	90/431,298	30-Dec-2020	42 Int.
FTC ATLAS (And Design)	90/431,301	30-Dec-2020	42 Int.
VOYAGER TRACKER (And Design)	88026652	05-July-2018	06 Int.

Schedule C

Copyrights

None.