# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fisker Coachbuild, LLC		1105/28/2008	LIMITED LIABILITY
			COMPANY: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Fisker Automotive, Inc.	
Street Address:	2811 McGaw Avenue	
Internal Address:	Suite B	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92614	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77347181	LEAD THE FUTURE

#### **CORRESPONDENCE DATA**

Fax Number: (415)394-6446

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-296-9100 sdadras@fd-law.com Email:

Correspondent Name: Saideh Dadras Address Line 1: 100 Spear Street

Address Line 2: Suite 700

Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	Saideh S. Dadras	
Signature:	/ssd/	
Date:	05/28/2008 TPADEMARK	
	<del>TRADEMARK</del>	

900107532 **REEL: 003784 FRAME: 0519** 

Total Attachments: 2

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TRADEMARK REEL: 003784 FRAME: 0520

# TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") by Fisker Coachbuild, LLC, a California limited liability company ("Assignor"), and Fisker Automotive, Inc., a Delaware corporation (including its predecessor, Fisker Automotive, Inc., a Nevada corporation) ("Assignee"), shall be effective as of January 25, 2008 ("Effective Date").

WHEREAS, Assignor is the sole owner of all rights and interests in the name/trademark/service mark identified below ("*Mark*"), and is the sole owner of all rights in and to the registration application for the Mark which is currently pending before the United States Patent & Trademark Office, as described herein ("*Application*"):

#### Mark:

"Lead the future" (words only)

# U.S. PTO Application - Serial # 77347181

WHEREAS, pursuant to the terms of the Design Development Agreement between the parties hereto, Assignee is desirous of acquiring and Assignor is willing and able to assign all of Assignor's right, title and interest in and relating to the Mark and all of Assignor's right, title and interest in and to the Application now pending in connection with the Mark, including Assignor's entire interest in the Mark and Application along with all goodwill and rights associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably and forever sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, as of the Effective Date, all of Assignor's right, title and interest in and to the Mark and all of Assignor's right, title and interest to the Application, along with all goodwill and rights associated therewith.

Assignor expressly disclaims and waives any further right, title and interest in and to the Mark and Application.

Assignor agrees to cooperate with Assignee and take such reasonable actions necessary in order to effectuate the transfer and assignment of the Mark and Application, including without limitation, executing and recording any other forms or papers required by Assignee or the U.S. Patent & Trademark Office in order to perfect this Assignment, record the same, and carry out the transactions contemplated hereunder.

This Assignment may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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TRADEMARK REEL: 003784 FRAME: 0521 IN WITNESS WHEREOF, Assignor and Assignee hereto have executed this Trademark Assignment, effective as of the Effective Date.

# ASSIGNOR:

This Trademark Assignment is executed and accepted on behalf of Assignor by the undersigned, an authorized agent and officer of the Assignor.

Fisker Coachbuild, LLC

Dated:

By: Name: Bernard Koehler

Title: Manager

## ASSIGNEE:

This Trademark Assignment is executed and accepted on behalf of Assignee by the undersigned, an authorized agent and officer of the Assignee.

Fisker Automotive, Inc.

Dated:

Name: Eric Weidner

**RECORDED: 05/28/2008** 

Title: Chief Financial Officer

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