

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest In Trademark Rights - Second Priority		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Electric Motorcars, LLC		01/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77577902	G GEM GREEN ECO MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-251-6108		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509276/0221		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		
Date:	02/05/2009		

OP \$40.00 77577902

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 26, 2009 is made by Global Electric Motorcars, LLC, a Delaware limited liability company, located at 1301 39th Street N, Fargo, North Dakota (the "Borrower"), in favor of Wilmington Trust Company, a Delaware corporation, located at 1100 North Market Street, Rodney Square North, Wilmington, Delaware (the "Collateral Trustee"), under the Collateral Trust Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among Carco Intermediate Holco II LLC, certain of its subsidiaries and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of August 3, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Priority Credit Agreement"), Borrower, Holdings, the Lenders parties thereto, the agents named therein and JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower has executed and delivered a Security Agreement, dated as of August 3, 2007, in favor of the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee and the Secured Parties a continuing security interest in, inter alia, all Intellectual Property, including the Trademarks set forth on Schedule A; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Priority Credit Agreement, the Security Agreement and/or the Collateral Trust Agreement, as applicable.

SECTION 2. Grant of Security Interest for Second Priority Secured Obligations. The Borrower hereby grants a continuing security interest in, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Trustee, for the benefit of the Second Priority Secured Parties, as collateral security for the prompt and complete payment

and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Second Priority Secured Obligations.

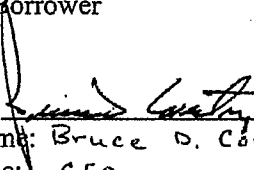
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

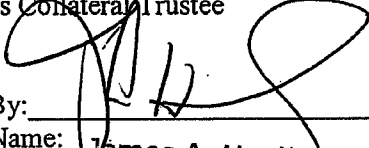
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 30th day of January, 2009.

GLOBAL ELECTRIC MOTORCARS, LLC
as Borrower

By: 
Name: Bruce D. Coventry
Title: CEO

WILMINGTON TRUST COMPANY
as Collateral Trustee

By: 
Name: James A. Hanley
Title: Vice President

ACKNOWLEDGMENT OF BORROWER

STATE OF North Dakota)
) SS
COUNTY OF Cass)

On the 30th day of January, 2009, before me personally came Bruce D. Coventry, who is personally known to me to be the CEO of Global Electric Motorcars, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the CEO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Managers of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

JEANNE D. NARUM
Notary Public
State of North Dakota
My Commission Expires Dec. 28, 2012

Jeanne D. Narum
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF Delaware
COUNTY OF New Castle) SS

On the 4th day of February, 2009, before me personally came James A. Perly, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation (the "Company"); who, being duly sworn, did depose and say that she/he is the Vice President in such Company, the Company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such Company; and that she/he acknowledged said instrument to be the free act and deed of said Company.

Patricia W. Zink
Notary Public
PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications

<u>Trademark</u>	<u>Application Number</u>
G GEM GREEN ECO MOBILITY	77/577,902