

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fisker Automotive, Inc.		04/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Midland Loan Services, Inc.
Street Address:	10851 Mastin
Internal Address:	Suite 700
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	77477178	ECO-CHIC
Serial Number:	77978856	ECO-CHIC
Serial Number:	77602399	ECO-SPORT
Serial Number:	77346448	KARMA
Serial Number:	77647739	KARMA S
Serial Number:	77978857	KARMA S
Serial Number:	77647737	KARMA SUNSET
Serial Number:	77347181	LEAD THE FUTURE
Serial Number:	77859175	NINA
Serial Number:	77347185	Q-DRIVE

**CORRESPONDENCE DATA**

Fax Number: (734)995-1777  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900160208**

**TRADEMARK  
 REEL: 004190 FRAME: 0152**

**CH \$265.00 77477178**

Phone: 734-995-3110  
Email: trademark@butzel.com  
Correspondent Name: John C. Blattner  
Address Line 1: 350 South Main Street  
Address Line 2: Suite 300  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	000139718-0037
NAME OF SUBMITTER:	John C. Blattner
Signature:	/John C. Blattner/
Date:	04/22/2010

Total Attachments: 4  
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of April 22, 2010, made by and among Fisker Automotive, Inc. (the "Grantor") in favor of Midland Loan Services, Inc., as Collateral Agent (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the trademarks, service marks, trade dress, logos, trade names, brand identifiers, domain names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of April 22, 2010, by and among the Parties and the other grantors party thereto (the "Security Agreement"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in, and lien on, the Trademark Collateral, *provided* that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled, unenforceable or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby authorizes the USPTO to file and record this Notice together with the annexed Schedule I, and any amendments thereto or copies thereof

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement or upon their mutual consent.

This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic transmission in Electronic Format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

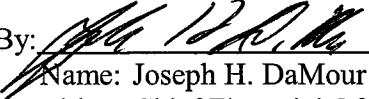
THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN

ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

FISKER AUTOMOTIVE, INC.

By:   
Name: Joseph H. DaMour  
Title: Chief Financial Officer

*[Trademark Security Notice Signature Page]*

**Schedule I**

**Trademarks Registrations and Applications Owned by Fisker Automotive, Inc.**

Mark	Country	Status	Serial No.	File Date	Reg. No.	Reg. Date
ECO-CHIC	US	Pending	77/477,178	05/16/2008		
ECO-CHIC	US	Pending	77/978,856	05/16/2008		
ECO-SPORT	US	Allowed	77/602,399	10/28/2008		
ECO-SPORT	EU/CTM	Pending	008246481	04/27/2009		
KARMA	WIPO/IR EU/CTM	Pending	971,143	06/05/2008		
KARMA	US	Allowed	77/346,448	12/07/2007		
KARMA S	US	Pending	77/647,739	01/12/2009		
KARMA S	US	Pending	77/978,857	01/12/2009		
KARMA SUNSET	US	Allowed	77/647,737	01/12/2009		
LEAD THE FUTURE	WIPO/IR EU/CTM	Registered	972,527	06/05/2008	972,527	08/13/2009
LEAD THE FUTURE	US	Allowed	77/347,181	12/07/2007		
NINA	US	Pending	77/859,175	10/28/2009		
Q-DRIVE	US	Pending	77/347,185	12/07/2007		