

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

03/10/2014
 900282559

ETAS ID: TM297650

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECotality, Inc.		01/22/2014	CORPORATION: NEVADA
Electric Transportation Engineering Corporation		01/22/2014	CORPORATION: ARIZONA
ECotality Stores, Inc.		01/22/2014	CORPORATION: NEVADA
ETEC North, LLC		01/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
The Clarity Group, Inc.		01/22/2014	CORPORATION: ARIZONA
G.H.V. Refrigeration, Inc.		01/22/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Blink Acquisition LLC
Street Address:	1691 Michigan Ave.
Internal Address:	Ste 601
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3949414	BLINK
Registration Number:	4020261	BLINK
Registration Number:	4042895	BLINK
Registration Number:	4035510	EV
Serial Number:	85227254	BLINK
Serial Number:	85227255	BLINK
Serial Number:	85946897	BLINK HQ
Serial Number:	85117967	EV MICRO-CLIMATE
Serial Number:	85946885	HQ
Serial Number:	85023306	THE EV PROJECT

CORRESPONDENCE DATA

Fax Number: 4806593304

OP \$265.00 3949414

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4806590019
Email: trademarks@hartmantitus.com
Correspondent Name: Hartman Titus PLC
Address Line 1: 7114 E Setson Drive
Address Line 2: Suite 205
Address Line 4: Scottsdale, ARIZONA 85251-3250

ATTORNEY DOCKET NUMBER:	CARCHARGING
NAME OF SUBMITTER:	Bradley P. Hartman
SIGNATURE:	/bradley p. hartman/
DATE SIGNED:	03/10/2014

Total Attachments: 7

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**SECOND INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This Second Intellectual Property Second Assignment Agreement (this "Second Assignment Agreement") is executed this 22nd day of January 2014, between Blink Acquisition LLC, a Florida limited liability company ("Assignee"), and ECOTality, Inc., a Nevada corporation, Electronic Transportation Engineering Corporation, an Arizona corporation, ECOTality Stores, Inc., a Nevada corporation, ETEC North, LLC, a Delaware limited liability company, The Clarity Group, Inc., an Arizona corporation, G.H.V. Refrigeration, Inc., a California corporation (collectively, "Assignor").

RECITALS

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of October 10, 2013 (hereafter referred to as the "APA") pursuant to which Assignor has transferred to Assignee the Purchased Assets; and

WHEREAS, in connection with the closing under the APA the Assignee and Assignor entered into that Intellectual Property Assignment and Assumption Agreement dated as of October 16, 2013 (the "Original Assignment Agreement"); and

WHEREAS, the parties hereto have agreed to amend and restate the Original Assignment Agreement in its entirety by entering into this Second Assignment Agreement in order to correctly confirm and memorialize, effective as of the Closing Date, the transfer to Assignee by Assignor of the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Patents"), and the trademarks set forth on Schedule 2 attached hereto (collectively, the "Trademarks").

NOW THEREFORE, in consideration of the mutual agreements contained herein and in the APA, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Second Assignment Agreement, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them, or incorporated by reference in, the APA.

2. Assignment of Patents and Trademarks. The Assignor hereby assigns, transfers, conveys, and delivers to Assignee, effective as of the Closing Date, all of the Assignor's rights and title in and to (i) the Patents listed on Schedule 1, including any and all reissues, continuations, continuations-in-part, divisionals, reexaminations, renewals, or extensions thereof, and all rights of priority under international conventions and all foreign counterparts of such Patents and, any patents or patent applications claiming priority thereto, and any and all patents issuing from any of the foregoing patent applications, (ii) the Trademarks listed on Schedule 2 and the registrations therefor, together with the goodwill of the business symbolized by the Trademarks, and (iii) the right to sue for and recover damages and remedies for past, present, and future infringement of the foregoing Patents and Trademarks.

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3. Recordation of Assignment. The parties hereto agree that this Second Assignment Agreement may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office.

4. Reference to the APA; License Agreement with ACG. This Second Assignment Agreement has been entered into by the Assignor and the Assignee for the purposes contemplated by the APA. However, the parties hereto acknowledge and agree that notwithstanding anything contained in the APA (including its schedules and other attachments), or elsewhere in this Assignment Agreement, to the contrary (a) the Patents and Trademarks are the only patents, patent applications and registered trademarks that are being transferred to Assignee by Assignor under the APA (except for the Ecotality Name, which shall be transferred to Assignee after the end of the Bankruptcy Period as set forth in the APA), (b) Assignee, Assignor and Access Control Group, L.L.C. ("ACG") have agreed that each of the United States Patents numbered 8,595,122 and 7,573,228, (together with their corresponding foreign patents) were acquired by Assignee and not ACG and that all of them shall be the subjects of the license from Assignee to ACG under the License Agreement, and Assignee and ACG have further agreed that the License Agreement shall be promptly amended to the extent required to reflect the same, (c) Assignee, Assignor and ACG have agreed that the United States Patents numbered 5,548,200 and 5,594,318 (together with their corresponding foreign patents) shall be Excluded Assets under the APA and have been acquired instead by ACG, and Assignee and ACG have further agreed that the License Agreement shall be promptly amended accordingly to the extent required to reflect the same, and a new license agreement with terms identical to the terms of the License Agreement shall be promptly entered into between Assignee and ACG wherein such patents (together with their corresponding foreign patents) shall be licensed by ACG to Assignee, and (d) Assignee shall promptly reimburse ACG the sum of \$2000 that was paid by ACG in respect of the issuance of United States Patent Number 8,595,122 which is being transferred to Assignee hereunder. Except as set forth above in this Paragraph 4, in the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the APA, the terms and provisions of the APA shall govern.

5. Further Assurances. Each party hereto hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Second Assignment Agreement.

6. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Second Assignment Agreement will be valid, unless the same will be in writing and signed by Assignor and Assignee. This Second Assignment Agreement supersedes, terminates and replaces the Original Assignment Agreement in its entirety, and modifies the APA only to the extent expressly provided herein, without amendment or effect to or expansion or modification of any other rights or obligations of the parties under the APA.

7. Counterparts. This Second Assignment Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic mail transmission of counterpart signatures to this Second Assignment Agreement shall be acceptable and binding.

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8. Governing Law; Third Party Beneficiaries. This Second Assignment Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, without giving effect to the principles of conflicts of law thereof. Except for ACG, who shall be an express third party beneficiary under this Second Assignment Agreement solely for purposes of Paragraph 4 herein, no party except the parties executing this Second Assignment Agreement shall have any rights or remedies hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Assignment Agreement as of the date first written above.

ASSIGNOR

ECOTALITY, INC.

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

ELECTRONIC TRANSPORTATION
ENGINEERING CORPORATION

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

ECOTALITY STORES, INC.

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

ETEC NORTH, LLC

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

THE CLARITY GROUP, INC.

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

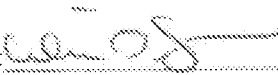
G.H.V. REFRIGERATION, INC.

By: [Signature]
Name: SUSIE HERDMAN
Title: CFO

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ASSIGNEE





BLINK ACQUISITION LLC

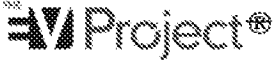
By:  Jan 18, 2014
Name: Michael D. Farkas
Title: Chief Executive Officer

204182397 v5

TRADEMARK
REEL: 005234 FRAME: 0819

SCHEDULE 2
(Trademarks)

MARK	COUNTRY	STATUS	FILING DATE & SERIAL NO.	REGISTRATION DATE & REG. NO.
BLINK®	US	REGISTERED	03/29/2010 85/975,059	04/19/2011 3,949,414
BLINK®	US	REGISTERED	03/29/2010 85/001,058	08/30/2011 4,020,261
BLINK™	US	NOTICE OF ALLOWANCE	01/26/2011 85/227,254	--
BLINK (stylized) 	US	REGISTERED	04/27/2010 85/024,741	10/18/2011 4,042,895
BLINK (stylized) 	US	NOTICE OF ALLOWANCE	01/26/2011 85/227,255	--
	US	PENDING	05/30/2013 85/946,897	--
EV (stylized) 	US	REGISTERED	09/25/2009 77/834,842	10/04/2011 4,035,510

EV MICRO-CLIMATE®	US	REGISTERED	08/27/2010 85/117,967	6/21/2011 85/117,967
HQ™	US	PENDING	05/30/2013 85/946,895	--
THE EV PROJECT (stylized) 	US	REGISTERED	04/26/2010 85/023,306	02/28/2012 4,106,184