

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brammo, Inc.		10/19/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polaris Industries Inc., as Collateral Agent		
<b>Street Address:</b>	2100 Highway 55		
<b>City:</b>	Medina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87094862	BRAMMO	
<b>Serial Number:</b>	87082700	DEVIANT	
<b>Serial Number:</b>	87082698	VOLITION	
<b>Serial Number:</b>	87082691	ENGAGE	
<b>Serial Number:</b>	87082689	ENCITE	
<b>Serial Number:</b>	86713295	POWERED BY BRAMMO	
<b>Serial Number:</b>	86713305		
<b>Serial Number:</b>	86713281	BRAMMO DIGITAL DRIVETRAIN	
<b>Serial Number:</b>	86711663	BRT	
<b>Serial Number:</b>	86711657	BRAMMO DIGITAL DRIVETRAIN	
<b>Serial Number:</b>	86776226		
<b>Serial Number:</b>	86776218	BRAMMO	
<b>Registration Number:</b>	4949947	BRAMMO POWER	
<b>Registration Number:</b>	4949835	BRAMMO POWER	
<b>Registration Number:</b>	4913800	BRAMMO	
<b>Registration Number:</b>	4908877		
<b>Serial Number:</b>	85841117	BRAMMO	
<b>Registration Number:</b>	4550077		
<b>Registration Number:</b>	3831681	BRAMMO	

OP \$490.00 87094862

**CORRESPONDENCE DATA****Fax Number:** 6127661600*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.***Phone:** 612-766-6911**Email:** susan.carlson@faegrebd.com**Correspondent Name:** Susan Carlson, Faegre Baker Daniels LLP**Address Line 1:** 90 S 7th St Ste 2200**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	10/19/2016

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “**Agreement**”) is made as of October 19, 2016 by and between BRAMMO, INC., a Delaware corporation (the “**Debtor**”) and Polaris Industries, Inc., as collateral agent (the “**Collateral Agent**”) on behalf of the holders of Secured Convertible Promissory Notes (the “**Notes**”) issued and to be issued by the Debtor (the “**Holder**”) pursuant to that certain Securities Purchase Agreement dated the date hereof (the “**Purchase Agreement**”) by and among the Company and the Holders. The Collateral Agent and the Holders are referred to herein each as a “**Secured Party**” and collectively as the “**Secured Parties**”).

**WHEREAS**, pursuant to a Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and between the Debtor and the Secured Parties, the Debtor has granted to the Collateral Agent, for the benefit of the Secured Parties, to secure the payment and performance in full of all of the Company’s obligations under the Transaction Documents (as defined in the Purchase Agreement), now existing or hereafter arising under or pursuant to the terms of the Transaction Documents, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding (collectively, the “**Obligations**”), a security interest in all of the properties, assets and rights of the Debtor, except the Excluded Collateral (as defined in the Security Agreement), and may from time to time enter into one or more other security documents in favor of the Collateral Agent for the benefit of the Secured Parties;

**WHEREAS**, in connection with the Security Agreement, the Debtor is required to enter into this Agreement;

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Purchase Agreements, the Security Agreement and this Agreement, the parties hereby agree as follows:

### 1. **Definitions.**

Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings given them in the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) all Patents, including the Specified Patents;
- (ii) all Trademarks, including the Specified Trademarks;
- (iii) all accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark;
- (iv) all rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks;
- (v) all present and future license agreements with respect to the Patents and Trademarks; and
- (vi) all proceeds of any and all of the foregoing.

**“Specified Patent”** means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

**“Specified Trademark”** means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

**“Trademark”** means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

**2. Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral.

**3. Representations and Warranties.**

The Debtor represents and warrants that the Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.


**4. General Rights and Obligations.**

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Patent and Trademark Collateral shall in all respects be governed by the Purchase Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow.*

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

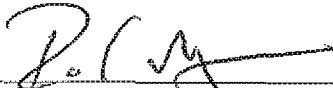
BRAMMO, INC.

By:   
Name: Craig Bramscher  
Title: Chief Executive Officer  
Address: 300 West Valley View Rd.  
Talent, OR 97540

*Signature Page to Patent and Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005903 FRAME: 0757**

**POLARIS INDUSTRIES INC., as Collateral  
Agent on behalf of the Holders**

By:  \_\_\_\_\_

Name: Robert Mack

Title: Senior Vice President, Corporate  
Development and Strategy and President, Global  
Adjacent Markets

Address: 2100 Highway 55

Medina, Minnesota 55340

**U.S. PATENTS AND U.S. PATENT APPLICATIONS<sup>1</sup>**

## Issued Patents

Country	Title	Patent / Publication / Application No.	Issue Date
US	Electric motorcycle with adjustable squat ratio isolated from vehicle geometry	9,340,254	5/17/2016
US	Method and apparatus for preventing over-shifting on electric vehicles	9,132,825	09/15/2015
US	Electronic park brake system for electric vehicles	9,050,905	6/9/2015
US	Method and apparatus for adjusting throttle control signals in electric vehicles	8,333,258	12/18/2012
US	Throttle control method and system	8,175,766	5/8/2012
US	High Efficiency, Low Coolant Flow Electric Motor Coolant System	20140217841 App 14/089,187	8/7/2014 11/25/2013
US	Methods and Apparatus for Combined Thermal Management, Temperature Sensing, and Passive Balancing for Battery Systems in Electric Vehicles	20130108896 App 13/285,208	5/2/2013 10/31/2011
US	Vehicle Wheel Braking System	20120067676	3/22/2012
US	Electric Vehicle Chassis	20110036657	2/17/2011

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<sup>1</sup> [Brammo to confirm that all US registered patents and trademarks are accurately included in the schedules.  
Please also provide a list of all US copyrights.]

**U.S. TRADEMARKS AND U.S. TRADEMARK APPLICATIONS**

Mark	Country	Registration / Serial No.	Registration / Filing Date
BRAMMO	US	87/094862	7/6/2016
DEVIANT	US	87/082700	6/24/2016
VOLITION	US	87/082698	6/24/2016
ENGAGE	US	87/082691	6/24/2016
ENCITE	US	87/082689	6/24/2016
Powered by Brammo	US	86/713295	8/3/2015
Design	US	86/713305	8/3/2015
Brammo Digital Drivetrain	US	86/713281	8/3/2015
BRT	US	86/711663	7/31/2015
Brammo Digital Drivetrain	US	86/711657	7/31/2015
Design	US	86/776226	10/2/2015
BRAMMO	US	86/776218	10/2/2015
Brammo Power	US	4949947	5/3/2016
Brammo Power	US	4949835	2/16/2016
BRAMMO	US	4913800	3/8/2016
Design	US	4908877	3/1/2016
BRAMMO	US	85/841117	2/5/2013
Design	US	4550077	6/17/2014
BRAMMO	US	3831681	8/10/2010



**FOREIGN TRADEMARKS AND FOREIGN TRADEMARK APPLICATIONS**

Mark	Country	Registration / Application No.	Registration / Filing Date
BRAMMO	Chile	1035235 / 999643	3/23/2012
BRAMMO	China	Pending	7/12/2016
BRAMMO	China	Pending	7/12/2016
BRAMMO	China	Pending	7/12/2016
BRAMMO	European Union	1113920	3/14/2012
BRAMMO	International Bureau (WIPO)	1113920	3/14/2012
BRAMMO	Norway	1113920	3/14/2012
BRAMMO	Switzerland	1113920	3/14/2012
Design (Stylized Bull's Head)	China	Pending	7/12/2016
Design (Stylized Bull's Head)	China	Pending	7/12/2016
Design (Stylized Bull's Head)	China	Pending	7/12/2016