

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Artisan Vehicle Systems Inc.		11/30/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sandvik Inc.
Street Address:	Gustav Mahlerlaan 2970, 8th floor
Internal Address:	c/o Sandvik Mining and Rock Technology
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1081 LA
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4537154	CALMOTORS
Registration Number:	4802901	GREEN PERFORMANCE
Registration Number:	3644437	LAFORZA
Registration Number:	4830917	JENSEN
Registration Number:	3793687	MESSERSCHMITT
Registration Number:	4044727	ARTISAN
Registration Number:	4098439	CALIFORNIA MOTORS
Registration Number:	4316100	
Registration Number:	4870899	EV1

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

TRADEMARK

NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	12/06/2018
Total Attachments: 5 source=TrademarkSecurityAgmnt#page1.tif source=TrademarkSecurityAgmnt#page2.tif source=TrademarkSecurityAgmnt#page3.tif source=TrademarkSecurityAgmnt#page4.tif source=TrademarkSecurityAgmnt#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 30, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement"), is made by Artisan Vehicle Systems, Inc. ("Grantor") in favor of Sandvik, Inc. (together with its permitted assignees and any successors, the "Secured Party").

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, Grantor and Artisan Vehicles, Inc. have entered into that certain Pledge and Security Agreement, dated as of November 30, 2018, (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Secured Obligations, Grantor hereby pledges and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by Grantor (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including the registrations and application referred to in Schedule I hereto (collectively, "Trademarks");

(b) all extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and 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. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for itself and the Financing Parties under the Pledge and Security Agreement.

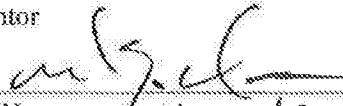
SECTION 4. Counterparts. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ARTISAN VEHICLE SYSTEMS, INC., as
Grantor

By: 
Name: Mike Kasaba
Title: CEO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

SANDVIK, INC., the Secured Party

By: 

Name: *Richard M. Asip*

Title: *President*

Ray F. Assad
Ray F. Assad
Secretary

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark No.	Registration Date	Name / Design
4,537,154	06/02/14	CALMOTORS
4,802,901	09/01/15	GREEN PERFORMANCE
3,644,437	06/23/09	LAFORZA
4,830,917	10/13/15	JENSEN
3,793,687	05/25/10	MESSERSCHMITT
4,044,727	10/25/11	ARTISAN
4,098,439	02/14/12	CALIFORNIA MOTORS
4,316,100	04/09/13	ARTISAN design logo
4,870,899	12/15/15	EVI (Principal)