

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510703

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900479616

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Workhorse Group Inc.		12/31/2018	Corporation: NEVADA
Workhorse Technologies Inc.		12/31/2018	Corporation: OHIO
Workhorse Motor Works Inc		12/31/2018	Corporation: INDIANA
Surefly, Inc.		12/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2413878	WORKHORSE CUSTOM CHASSIS
Registration Number:	3214777	WORKHORSE
Registration Number:	5476952	SUREFLY
Serial Number:	87770725	HORSEFLY

CORRESPONDENCE DATA**Fax Number:** 2026626291*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:** (202)662-6000**Email:** jaugsburger@cov.com**Correspondent Name:** Covington & Burling LLP**Address Line 1:** One CityCenter, 850 Tenth Street, NW**Address Line 2:** Attn: Patent Docketing**Address Line 4:** Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	040200.00004
NAME OF SUBMITTER:	Jenn Augsburger

SIGNATURE:	/jenn augsburger/
DATE SIGNED:	02/20/2019
Total Attachments: 20 source=WorkhorseIPSA#page1.tif source=WorkhorseIPSA#page2.tif source=WorkhorseIPSA#page3.tif source=WorkhorseIPSA#page4.tif source=WorkhorseIPSA#page5.tif source=WorkhorseIPSA#page6.tif source=WorkhorseIPSA#page7.tif source=WorkhorseIPSA#page8.tif source=WorkhorseIPSA#page9.tif source=WorkhorseIPSA#page10.tif source=WorkhorseIPSA#page11.tif source=WorkhorseIPSA#page12.tif source=WorkhorseIPSA#page13.tif source=WorkhorseIPSA#page14.tif source=WorkhorseIPSA#page15.tif source=WorkhorseIPSA#page16.tif source=WorkhorseIPSA#page17.tif source=WorkhorseIPSA#page18.tif source=WorkhorseIPSA#page19.tif source=WorkhorseIPSA#page20.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of December 31, 2018 among Workhorse Group Inc., a Nevada corporation, Workhorse Technologies Inc., an Ohio corporation, Workhorse Motor Works Inc, an Indiana corporation, and Surefly, Inc., a Delaware corporation (each a “Grantor” and, collectively, the “Grantors”) and Wilmington Trust, National Association, in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Secured Party”) for the benefit of the Lenders.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Workhorse Group Inc. (the “Borrower”), the financial institutions from time to time party thereto as lenders (collectively, with their permitted successors and assignees, the “Lenders”), and the Secured Party, the Lenders have agreed to provide certain financial accommodations to the Borrower; and

WHEREAS, the Lenders are willing to extend financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Secured party, for its benefit and the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- (b) When used herein the following terms shall have the following meanings:

“Copyrights” shall have the meaning provided thereto in the Security Agreement.

“Copyright Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any copyrighted work.

“Intellectual Property” shall have the meaning provided thereto in the Security Agreement.

“Obligations” shall have the meaning provided thereto in the Credit Agreement.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” shall have the meaning provided thereto in the Security Agreement.

“Patent Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” shall have the meaning provided thereto in the Security Agreement.

“Trademark Licenses” mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” shall have the meaning provided thereto in the Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Credit Agreement or the other Loan Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Lenders of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in and Lien upon all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral, or in any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would violate or invalidate any such contract, instrument, license or other document or give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Credit Agreement and the other Loan Documents, that:

- (a) such Grantor has been, in all material respects (i) using statutory notice of registration in connection with its use of registered Trademarks, (ii) proper marking practices in connection with the use of Patents, and (iii) appropriate notice of copyright in connection with the publication of copyrighted material;
- (b) such Grantor has taken all actions it deems necessary in its reasonable business judgment to ensure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with its licensed products and services; and

- (c) this Agreement, together with the Security Agreement, is effective to create a valid security interest in favor of the Secured Party, for its benefit and the benefit of the Lenders, in all of such Grantor's Intellectual Property. Upon (i) the filing of this Agreement in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements (with respect to each Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of such Grantor not registered with the United States Copyright Office) and (iii) the filing of this Agreement in the PTO (with respect to the United States Patents set forth on Schedule II hereto and the United States Trademarks set forth on Schedule I hereto), such security interest will be enforceable as such as against any and all creditors of, and purchasers from, such Grantor (subject only to Permitted Liens) and all action necessary to protect and perfect the Secured Party's Lien on such Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with the Secured Party, from and after the date of this Agreement, and in addition to the covenants in the Credit Agreement and the other Loan Documents, that:

- (a) Such Grantor shall notify the Secured Party promptly if it knows that any application or registration relating to any material Intellectual Property owned by such Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Such Grantor shall further notify the Secured Party promptly of any adverse determination or decision in any proceeding and the institution of any proceeding challenging such Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. Such Grantor shall be free to prosecute and maintain its Intellectual Property in the ordinary course of business in a commercially reasonable manner, and, notwithstanding the foregoing, shall not be required to report preliminary or initial determinations, unless and until made final, by the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall (i) prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter if material to the operations of the business of such Grantor, (ii) preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of such Grantor and (iii) ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of such Grantor. Any expenses incurred in connection with the Grantors' obligations under this Section 4(b) shall be borne by the Grantors. Except for any such items that a Grantor reasonably believes (using prudent industry

customs and practices) are no longer necessary for the on-going operations of its business, the Grantors shall not abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of the Secured Party (at the direction of the Required Lenders), which consent shall not be unreasonably withheld;

- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is known by such Grantor to be infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify the Secured Party promptly after such Grantor learns thereof and, if such Intellectual Property is material to the conduct of such Grantor's business, such Grantor shall, if consistent with good business judgment, promptly take all commercially reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable, or as the Secured Party or the Required Lenders shall deem appropriate in its or their good faith exercise of its or their commercially reasonable discretion under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall use commercially reasonable efforts to adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of such Grantor, such Grantor's use of the Intellectual Property owned by such Grantor is not interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party in any material respect; and
- (h) In the event any Grantor (i) either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the PTO, the United States Copyright Office or any similar office

or agency, (ii) obtains rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) becomes entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to the Secured Party written notice thereof by delivery of an updated Schedule III, IV, V and/or VI to the Security Agreement, as applicable, in accordance with Section 2(e) of the Security Agreement. The Grantors hereby authorize the Secured Party to modify this Agreement by amending Schedules I, II, III and IV hereto, as applicable, to include any such registered Copyrights or any such Patents and Trademarks, and to execute and deliver any supplement hereto (in form and substance reasonably satisfactory to the Secured Party and the Required Lenders) to evidence the Secured Party's lien on any such Patent, Trademark or Copyright.

Section 5. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to the Secured Party, for its benefit and the benefit of the Lenders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Credit Agreement and the Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Credit Agreement or the Security Agreement covering Intellectual Property, the provisions herein shall control.

The Secured Party shall act (or omit to act) at the direction of the Required Lenders under any provision of this Agreement requiring the Secured Party to take action or to omit from taking action (other than ordinary administration) or to exercise discretion.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand,

request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 8. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Payment in Full in cash of all Obligations.

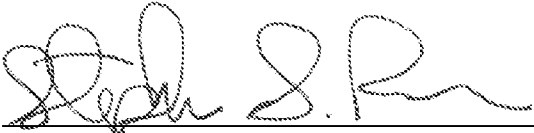
Section 9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Pages Follow]

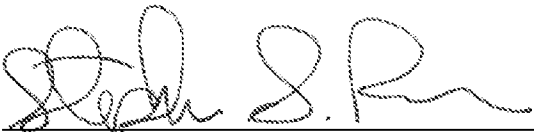
IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

GRANTORS:


WORKHORSE GROUP INC.

By: 
Name: Stephen S. Burns
Title: CEO

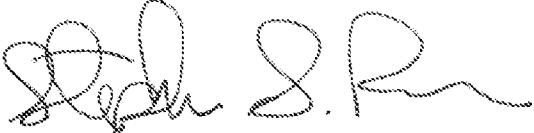
WORKHORSE TECHNOLOGIES INC.

By: 
Name: Stephen S. Burns
Title: CEO

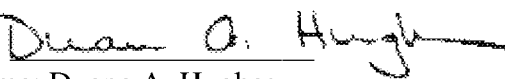
WORKHORSE PROPERTIES INC.

By: 
Name: Stephen S. Burns
Title: CEO

WORKHORSE MOTOR WORKS INC

By: 
Name: Stephen S. Burns
Title: CEO

SUREFLY, INC.

By: 
Name: Duane A. Hughes
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the Agent

By: 
Name: Jamie Roseberg
Title: Banking Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006567 FRAME: 0397

Schedule I

Trademarks and Trademark Licenses

Code/Matter No.	Mark Name	Country	Current Owner	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods
	NOTHING OUTWOR KS A WORKHO RSE	Canada	Workhorse Group Inc.	1,053,053	03/30/200 0	601,870	02/11/20 04	N/A	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specialty motorized vehicles, namely, auto transport trucks, concrete mixer trucks, dump trucks, garbage hauler trucks, oil-field trucks, stake and platform trucks, tank trucks, wrecker and tow trucks and scissors specifically

excluding utility cars for turf maintenance for use at golf courses, country clubs, municipalities, building complexes and large scale industrial complexes										
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AMPI 01	WORKHO RSE CUSTOM CHASSIS	Canada	Workhorse Group Inc.	1,053,052	03/30/200 0	601,775	02/10/20 04	N/A	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specialty motorized vehicles, namely, auto transport trucks, concrete mixer trucks, dump trucks, garbage hauler trucks, oil-field trucks, stake and platform trucks, tank trucks, wrecker and tow trucks and scissors trucks, but specifically excluding utility cars for turf maintenance for use at golf courses, country
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													clubs, municipalities, building complexes and large scale industrial complexes
AMPI 01	Workhorse UFO and Logo	Canada	Workhorse Group Inc.	1,328,215	12/14/2006	757,840	01/26/2010	N/A	Chassis and bodies for recreational vehicles				
AMPI 01	WORKHO RSE	Canada	Workhorse Group Inc.	1,468,395	02/04/2010	783,257	11/23/2010	N/A	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks				
AMPI 01	WORKHO RSE	Mexico	Workhorse Group Inc.	1068329	02/18/2010	1200569	02/10/2011						

AMPI 01	WORKHO RSE CUSTOM CHASSIS	Mexico	Workhorse Group Inc.	419462	04/05/200 0	685022	01/31/20 01		
AMPI 01	NOTHING OUTWOR KS A WORKHO RSE	Mexico	Workhorse Group Inc.	419463	04/05/200 0	685023	01/31/20 01		
AMPI 01	WORKHO RSE CUSTOM CHASSIS	United States	Workhorse Motor Works Inc	75/816,15 2	10/05/199 9	2,413,878	12/19/20 00	12	Chassis, bodies, and parts thereof, for recreational land vehicles, buses
AMPI 15IS	AMP	Iceland	Workhorse Group Inc.	1295/2011	05/05/201 1	557/2011	05/31/20 11	12	Electric drives for vehicles; Electric vehicles, namely, land vehicles
AMPI 25	WORKHO RSE	United States	Workhorse Motor Works Inc	78/571,78 8	02/21/200 5	3,214,777	03/06/20 07	12	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks
AMPI 27	SUREFLY	United States	Workhorse Group Inc.	87/431,42 5	05/01/201 7	5,476,952	05/22/20 18	12	Aircraft
AMPI 28	Horsefly	United States	Workhorse Group Inc.	87/770,72 5	01/25/201 8			12	Package Delivery System

AMPI 28CA	HORSEFL Y	Canada	Workhorse Group Inc.	1909131	07/12/2018				12	Utilizing Drones Package delivery systems consisting primarily of civilian drones
AMPI 28CN	HORSEFL Y	China P.R.	Workhorse Group Inc.	32402121	07/23/2018				12	Package delivery systems consisting primarily of civilian drones
AMPI 28EM	HORSEFL Y	European Union Trademar k	Workhorse Group Inc.	01793005 4	07/13/2018				12, 39	Package delivery systems consisting primarily of civilian drones; drones; drones; Vehicle leasing services; leasing of land vehicles (delivery trucks); leasing of drones
AMPI 28MX	HORSEFL Y	Mexico	Workhorse Group Inc.	2075312	07/16/2018				12	Package delivery systems consisting primarily of

Schedule II

Patents and Patent Licenses

Code/Matter No.	Country	Serial Number	Application Date	Patent Number	Issue/Grant Date	Expiration Date	Title	Assignee
AMPI	Canada	2523653	10/17/2005	2523653	12/22/2009	10/17/2025	VEHICLE CHASSIS ASSEMBLY	Workhorse Motor Works Inc
AMPI	United States	11/252,220	10/17/2005	7,717,464	05/18/2010	09/06/2026	Vehicle Chassis Assembly	Workhorse Group Inc.
AMPI	United States	11/252,219	10/17/2005	7,559,578	07/14/2009	09/06/2026	Vehicle Chassis Assembly	Workhorse Group Inc.
AMPI	United States	29/243,074	11/18/2005	D561,078	02/05/2008	02/05/2022	Vehicle Header	Workhorse Group Inc.
AMPI	United States	29/243,129	11/18/2005	D561,079	02/05/2008	02/05/2022	Vehicle Header	Workhorse Group Inc.
AMPI 10US	United States	13/283,663	10/28/2011	8,541,915	09/24/2013	12/16/2031	DRIVE MODULE AND MANIFOLD FOR ELECTRIC MOTOR DRIVE ASSEMBLY	Workhorse Technologies Inc.
AMPI 23U	United States	14/606,497	01/27/2015	9,481,256	11/01/2016	05/03/2035	ONBOARD GENERATOR DRIVE SYSTEM FOR ELECTRIC VEHICLES	Workhorse Technologies Inc.
AMPI 24A	United States	15/915,144	03/08/2018				PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY VEHICLE	Workhorse Group Inc.

AMPI 24U	United States	14/989,870	01/07/2016	9,915,956	03/13/2018	06/24/2036	PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY VEHICLE	Workhorse Group Inc.
AMPI 26U	United States	15/994,185	05/31/2018				AUXILIARY POWER SYSTEM FOR ROTORCRAFT WITH FOLDING PROPELLER ARMS AND CRUMPLE ZONE LOADING GEAR	Surefly, Inc.
AMPI 26WO	Patent Cooperation Treaty	US2018/035353	05/31/2018				AUXILIARY POWER SYSTEM FOR ROTORCRAFT WITH FOLDING PROPELLER ARMS AND CRUMPLE ZONE LOADING GEAR	Surefly, Inc.
AMPI 31	United States	62/733,870	09/20/2018				AUTONOMOUS TRACTOR SYSTEM	Workhorse Group Inc.

Schedule III

Copyrights and Copyright Licenses

Not applicable

Schedule IV

Other Intellectual Property – Domains

None.