

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511655

<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>
CloudCar, Inc.		02/26/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jaguar Land Rover Limited		
<b>Street Address:</b>	c/o Jaguar Land Rover North America, 100 Jaguar Land Rover Way		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07495		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4908975	CLOUDCAR	
<b>Registration Number:</b>	5082724	JUSTDRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<i>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.</i>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	50WK-273234		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	02/26/2019		
<b>Total Attachments: 5</b>			
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**GRANT OF SECURITY INTEREST  
(TRADEMARKS)**

**CLOUDCAR, INC.**

**THIS GRANT OF SECURITY INTEREST (TRADEMARKS)** (this "*IP Grant*") is dated as of February 26, 2019, and is entered into by **CLOUDCAR, INC.**, a Delaware corporation ("*Assignor*"), in favor of **JAGUAR LAND ROVER LIMITED** ("*Assignee*").

**WHEREAS, Assignor and Assignee**, as the sole initial investor, have entered into that Senior Secured Note Purchase Agreement dated as of February 26, 2019 (as amended, restated or otherwise modified from time to time, the "*Note Purchase Agreement*"), pursuant to which Assignor has agreed to sell and issue to Assignee, and Assignee has agreed to purchase from Assignor, Senior Secured Convertible Promissory Notes (as the same may be amended, extended, renewed, restated or otherwise modified from time to time after the date hereof, the "*Convertible Notes*"), in the original principal amount of up to Four Million Five Hundred Thousand United States Dollars (US\$4,500,000), on the terms and subject to the conditions set forth in the Note Purchase Agreement and the Convertible Notes issued pursuant thereto.

**WHEREAS**, in order to secure Assignor's Secured Obligations to Assignee under and evidenced by the Convertible Notes (as amended, modified, extended, replaced or restated from time to time) and the related Collateral Documents, Assignor has entered into that Security Agreement dated as of February 26, 2019 (as amended, modified, supplemented or restated from time to time, the "*Security Agreement*"), in favor of Assignee, pursuant to which, among other things, Assignor has granted to Assignee a security interest in all Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "*Collateral*" (as defined in the Security Agreement).

**WHEREAS**, Assignor is willing to extend the credit evidenced by the Convertible Notes to Assignee, but only upon the condition, among others, that Assignor grant a security interest in and assign for security purposes (and not as an absolute assignment) to Assignee, all of Assignor's right, title and interest in and to all Trademarks (as defined and described below) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor agrees as follows:

1. As security for the full, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and hereby grants to Assignee, a security interest in and to all of Assignor's right, title and interest in, to and under each of the following:

a. all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on **Schedule A** hereto, and all extensions or renewals thereof (other than, in any case, any "intent-to-use" applications for Trademarks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office if and to the extent that the grant of a security interest therein would adversely affect the validity of the Trademark); and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

*[remainder of page intentionally left blank]*



**IN WITNESS WHEREOF**, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

**ASSIGNOR:**

**CLOUDCAR, INC.**,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**JAGUAR LAND ROVER LIMITED**

By: Hanno Kirner  
Name: Hanno Kirner  
Title: Executive Director

[SIGNATURE PAGE TO  
GRANT OF SECURITY INTEREST (TRADEMARKS)]

**TRADEMARK**  
**REEL: 006574 FRAME: 0285**

SCHEDULE A

U.S. TRADEMARKS AND PENDING U.S. TRADEMARKS

RECORD OWNER: CLOUDCAR, INC.

Trademark	Recorded Owner	Application No.	Filing Date	Registration No.	Registration Date
CLOUDCAR	CloudCar Inc.	85590606	04/05/2012	4,908,975	03/01/2016
JUSTDRIVE	CloudCar Inc.	86435719	10/27/2014	5,082,724	11/15/2016