

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Workhorse Group Inc.		12/09/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HT Investments MA LLC, as Collateral Agent		
<b>Street Address:</b>	c/o High Trail Capital, 221 River Street, 9th Floor		
<b>City:</b>	Hoboken		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07030		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2413878	WORKHORSE CUSTOM CHASSIS	
<b>Registration Number:</b>	3214777	WORKHORSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	065377-0004		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/16/2019		
<b>Total Attachments: 14</b>			
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## 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 9, 2019 among Workhorse Group Inc., a Nevada corporation (the “Grantor”) and HT Investments MA LLC, a Delaware limited liability company, in its capacity as collateral agent for the benefit of the Holders (together with its successors and assigns in such capacity, the “Secured Party”).

WHEREAS, the Grantor has entered into that certain Securities Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Securities Purchase Agreement”), with HT Investments MA LLC (the “Initial Holder”) and each other party thereto, pursuant to which, among other things, the Grantor will issue, and the Initial Holder will purchase, subject to the terms set forth therein, the Convertible Notes (as defined in the Securities Purchase Agreement);

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of December 9, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Secured Party, pursuant to which the Grantor granted to the Secured Party, for its benefit and the benefit of the Initial Holder and each Holder under and as defined in any Convertible Note (the “Holders”), a security interest in substantially all of the Grantor’s personal property; and

WHEREAS, it is a condition precedent to the closing under the Securities Purchase Agreement that the Grantor shall have executed and delivered this Agreement to the Secured Party for its benefit and the benefit of the Holders.

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, the 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 Security Agreement.

(b)     When used herein the following terms shall have the following meanings:

“Copyright Licenses” shall have the meaning set forth in the Convertible Note.

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

“Patent Licenses” shall have the meaning set forth in the Convertible Note.

“Trademark Licenses” shall have the meaning set forth in the Convertible Note.

(a)     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 Security Agreement or the other Note Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (b) 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 and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to the Secured Party (for its benefit and the ratable benefit of the Holders) a continuing security interest in and Lien upon all of the 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 and all Intellectual Property Licenses;

- (e) Renewals, reissues, continuations, continuations-in-part, reexaminations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue, whether at law or in equity, third parties for past, present or future infringement, dilution, misappropriation, or other violation or impairment 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 the 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.

The Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Security Agreement and the other Note Documents, that:

- (a) the 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) the Grantor has taken all actions it deems necessary in its reasonable business judgment to ensure that all licensees of Trademarks owned by the Grantor use consistent standards of quality as directed by the 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 Holders, in all of the 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 the Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of the 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, the Grantor (subject only to Permitted Liens) and all action necessary to protect and perfect the Secured Party's Lien on the Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

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

- (a) The Grantor shall notify the Secured Party promptly if it knows that any application or registration relating to any material Intellectual Property owned by the Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. The Grantor shall further notify the Secured Party promptly of any adverse determination or decision in any proceeding and the institution of any proceeding challenging the 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 the Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. The 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 the Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;
- (b) The Grantor shall or shall cause the applicable Pledged Entity to (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 the Grantor or such Pledged Entity, (ii) preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of the Grantor or such Pledged Entity and (iii) ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of the Grantor or such Pledged Entity. Any expenses incurred in connection with the Grantor's obligations under this Section 4(b) shall be borne by the Grantor. Except for any such items that the Grantor reasonably believes (using prudent industry customs and practices) are no longer necessary for the on-going operations of its business or the business of any Pledged Entity, the Grantor shall not and shall not cause any Pledged Entity to 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, which consent shall not be unreasonably withheld;

- (c) In the event that any Intellectual Property owned by or exclusively licensed to the Grantor is known by the Grantor to be infringed, diluted, misappropriated, or otherwise violated by a third party, the Grantor shall notify the Secured Party promptly after the Grantor learns thereof and, if such Intellectual Property is material to the conduct of the Grantor's business, the 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 the 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 shall deem appropriate in its or their good faith exercise of its or their commercially reasonable discretion under the circumstances to protect the Grantor's rights in such Intellectual Property;
- (d) The 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) The Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by the Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and the Grantor shall use commercially reasonable efforts to adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) The Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of the Grantor, the Grantor's use of the Intellectual Property owned by the 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 the 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 the 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(g) of the Security Agreement. The Grantor hereby

authorizes 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) to evidence the Secured Party's lien on any such Patent, Trademark or Copyright.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantor to the Secured Party, for its benefit and the benefit of the Holders pursuant to the Security Agreement. The 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 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 Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Security Agreement covering Intellectual Property, the provisions of the Security Agreement shall control.

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 the Grantor for liquidation or reorganization, should the 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 the 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 (except for contingent indemnity claims for which no claim has been made).

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.

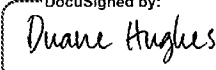
*[Signature Pages Follow]*



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

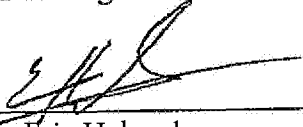
GRANTOR:

WORKHORSE GROUP INC.

By:    
Name: Duane Hughes   
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY  
SECURED PARTY:

HT INVESTMENTS MA LLC,  
as the Collateral Agent

By:   
Name: Eric Helenek  
Title: Authorized Signatory

## Schedule 1<sup>1</sup>

### Trademarks and Trademark Licenses

Code/Matter No.	Mark Name	Country	Current Owner	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods
AMP101	NOTHING OUTWORKS A WORKHORSE	Canada	AMP Trucks Inc.	1,053,053	03/30/2000	601,870	02/11/2004	12, 28	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specially 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 clubs, municipalities, building complexes and large scale industrial complexes
AMP101	WORKHORSE CUSTOM CHASSIS	Canada	AMP Trucks Inc.	1,053,052	03/30/2000	601,775	02/10/2004	12, 28	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specially 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 clubs, municipalities, building complexes and large scale industrial complexes
AMP101	Workhorse UFO and Logo	Canada	AMP Trucks Inc.	1,328,215	12/14/2006	757,840	01/26/2010	12	Chassis and bodies for recreational vehicles
AMP101	WORKHORSE	Canada	AMP Trucks Inc.	1,468,395	02/04/2010	783,257	11/23/2010	12	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks
AMP101	WORKHORSE	Mexico	Workhorse Custom	1068329	02/18/2010	1200569	02/10/2011	12	
AMP101	WORKHORSE CUSTOM	Mexico	Chassis, LLC Workhorse Custom	419462	04/05/2000	685022	01/31/2001	12	
AMP101	CHASSIS NOTHING OUTWORKS A	Mexico	Chassis, LLC Workhorse Custom	419463	04/05/2000	685023	01/31/2001	12	
AMP101	WORKHORSE WORKHORSE CUSTOM CHASSIS	United States	Chassis, LLC Workhorse Group Inc.	75/816,152	10/05/1999	2,413,878	12/19/2000	12	Chassis, bodies, and parts thereof, for recreational land vehicles, buses [ and specialized trucks, 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 ]
AMP1151S	AMP	Iceland	AMP Electric Vehicles Inc.	1295/2011	05/05/2011	557/2011	5/1/2011	12	Electric drives for vehicles; Electric vehicles, namely, land vehicles
AMP125	WORKHORSE	United States	Workhorse Group Inc.	78/571,788	2/21/2005	3,214,777	03/06/2007	12	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks
AMP128CA	HORSEFLY	Canada	Workhorse Group Inc.	1909131	07/12/2018			12	Package delivery systems consisting primarily of civilian drones
AMP128CN	HORSEFLY	China P.R.	Workhorse Group Inc.	32402121	7/23/2018			12	Package delivery systems consisting primarily of civilian drones
AMP128EM	HORSEFLY	European Union	Workhorse Group Inc.	017930054	07/13/2018		11/27/2018	12, 39	Package delivery systems consisting primarily of civilian drones; drones; Vehicle leasing services; leasing of land vehicles (delivery trucks); leasing of drones

<sup>1</sup> Note that foreign trademarks not currently owned by Workhorse Group Inc. will be transferred to Workhorse Group Inc. post-closing.

AMPI 28MX HORSFLY Mexico Workhorse 2075312 7/16/2018 1983272 3/26/2019 12 Package delivery systems consisting primarily of civilian drones

**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 Group 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 Group 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 Group Inc.
AMPI 24A	United States	15/915,144	03/08/2018	Abandoned for Failure to Respond to Office Action on June 17, 2019	Taft can attempt to revive. Proposed Revival Approach to R. Willison		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 MEANS OF AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY VEHICLE	BY AN	Workhorse Group Inc.
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**Schedule III**

**Copyrights and Copyright Licenses**

None.

**Schedule IV**

**Other Intellectual Property – Domains**

workhorse.com