

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612590

<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>
SHIFT PLATFORM, INC.	FORMERLY SHIFT TECHNOLOGIES, INC.	11/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LITHIA MOTORS, INC.		
<b>Street Address:</b>	150 N. Bartlett Street		
<b>City:</b>	Medford		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97501		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88699314	SHIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>	503-224-3380		
<b>Email:</b>	alfredo.villanueva@stoel.com, kris.fiarito@stoel.com		
<b>Correspondent Name:</b>	ALFREDO VILLANUEVA		
<b>Address Line 1:</b>	760 SW NINTH AVENUE		
<b>Address Line 2:</b>	SUITE 3000		
<b>Address Line 4:</b>	PORTLAND, OREGON 97205-2586		
<b>NAME OF SUBMITTER:</b>	Alfredo Villanueva		
<b>SIGNATURE:</b>	/Alfredo Villanueva/		
<b>DATE SIGNED:</b>	12/04/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, modified or otherwise supplemented from time to time, this “**Agreement**”), dated as of November 23, 2020, is executed by Shift Platform, Inc. (f/k/a Shift Technologies, Inc.), a Delaware corporation (“**Grantor**”), in favor of Lithia Motors, Inc., an Oregon corporation, as secured party (“**Secured Party**”).

### RECITALS

A. Secured Party, Grantor and Shift Operations LLC, a Delaware limited liability company (“**Shift Operations**”), have entered into that certain Reimbursement and Fee Agreement dated as of October 18, 2018 (as amended, restated, modified or otherwise supplemented from time to time, the “**Reimbursement Agreement**”), and in connection therewith, Secured Party, Grantor and Shift Operations entered into that certain Security Agreement dated as of October 11, 2018 (as amended, restated, modified or otherwise supplemented from time to time, the “**Security Agreement**”). Any term capitalized but not defined in this Agreement shall have the meaning ascribed to it in the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in the Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the Obligations, and Grantor agreed to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

I. **Grant of Security Interest.** To secure the Obligations (as defined in the Security Agreement), Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”).

The Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States federal law.



IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

**SHIFT PLATFORM, INC.**  
a Delaware corporation

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

Name: Amanda Bradley

Title: Head of Legal

EXHIBIT A  
COPYRIGHTS

None.

**EXHIBIT B**

**PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
System and method for managing on-demand test drives	US	10,664,808	May 26, 2020	Shift Technologies, Inc.

**PATENT APPLICATIONS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
System and method for managing on-demand test drives	US	16/850,064	April 16, 2020	Shift Technologies, Inc.

EXHIBIT C

TRADEMARKS

None.

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application Number	Filing Date	Record Owner
SHIFT	US	88699314	November 20, 2019	Shift Technologies, Inc.