

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVMO, INC.	FORMERLY YayYo, LLC	07/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EICF Agent LLC, as Agent		
Street Address:	600 3rd Avenue, Floor 38		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5341815	YAYYO	
Registration Number:	5341816		
Registration Number:	5341817	YAYYO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	(212) 655-2535		
Email:	mmyones@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Michael Myones		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Michael Myones		
SIGNATURE:	/Michael Myones/		
DATE SIGNED:	07/11/2021		
Total Attachments: 6			
source=EVmo - Trademark Recordation Cover Sheet#page1.tif			
source=EVmo - Trademark Recordation Cover Sheet#page2.tif			
source=EVmo - Trademark Recordation Cover Sheet#page3.tif			

OP \$90.00 5341815

source=EVmo - Trademark Recordation Cover Sheet#page4.tif

source=EVmo - Trademark Recordation Cover Sheet#page5.tif

source=EVmo - Trademark Recordation Cover Sheet#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of July 9, 2021, is made by EVMO, INC. (f/k/a YayYo, LLC), a Delaware corporation (the “Grantor”), in favor of EICF AGENT LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor, as Borrower, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks owned by the Grantor and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all claims, causes of action, and rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control and supersede.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. **NOTWITHSTANDING THE FOREGOING, THE GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.**

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. Successor and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EVMO, INC., as Grantor

By: DocuSigned by:
Stephen M. Sanchez
092509465587412...
Name: Stephen M. Sanchez
Title: Chief Executive Officer



By: DocuSigned by:
Ryan Saathoff
0F34B2FBEDCE4A8...
Name: Ryan Saathoff
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

EICF AGENT LLC, as Agent

DocuSigned by:
Harry Giovanni
By: _____
Name: Harry Giovanni
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Registered Owner	Application No. (Serial Number)	Date of Application (Filing Date)	Registration Number	Registration Date
<p style="text-align: center;">YAYYO</p> <p>The mark consists of standard characters without claim to any particular font style, size or color.</p>	YayYo, LLC	87113504	7/22/2016	5341815	11/21/2017
 <p>The mark consists of a stylized design consisting of a series of lines, semi-circles and geometric figures representing an automobile.</p>	YayYo, LLC	87113603	7/22/2016	5341816	11/21/2017
 <p>The mark consists of a stylized design enclosed in a circle and consisting of a series of lines, semi-circles and geometric figures representing an automobile appearing above the letters "YAYYO".</p>	YayYo, LLC	87113639	07/22/2016	5341817	11/21/2017