

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705044

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Local Motors IP, LLC		01/24/2022	Limited Liability Company: DELAWARE
LM Industries Group, Inc.	FORMERLY Local Motors, Inc.	01/24/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	FW Local Motors, L.P.
<b>Street Address:</b>	201 Main Street, Suite 3100
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76102
<b>Entity Type:</b>	Limited Partnership: DELAWARE
<b>Name:</b>	CapStone Holdings, Inc.
<b>Street Address:</b>	109 Kaula Lane
<b>City:</b>	Bonita Springs
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34134
<b>Entity Type:</b>	Corporation: FLORIDA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	87918336	LM INDUSTRIES
<b>Registration Number:</b>	5538976	LAUNCH FORTH
<b>Registration Number:</b>	6175475	OLLI
<b>Registration Number:</b>	4862090	LOCAL MOTORS
<b>Registration Number:</b>	4860921	LM
<b>Serial Number:</b>	86375490	ICAR
<b>Registration Number:</b>	4832801	VERRADO
<b>Registration Number:</b>	4545494	
<b>Registration Number:</b>	3854844	RALLY FIGHTER

## CORRESPONDENCE DATA

**Fax Number:** 9494754754

***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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	50842-00053
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<b>NAME OF SUBMITTER:</b>	Stephanie Kann
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<b>SIGNATURE:</b>	/stephanie kann/
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<b>DATE SIGNED:</b>	01/27/2022
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**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTERESTS  
IN UNITED STATES TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (this “**Confirmatory Grant**”) is made effective as of January 24, 2022 by and from Local Motors IP, LLC and LM Industries Group, Inc. (f/k/a Local Motors, Inc.) (collectively, the “**Grantors**” and each, a “**Grantor**”) to and in favor of FW Local Motors, L.P. and CapStone Holdings, Inc. (collectively, together with their permitted successors and assigns, the “**Lenders**” or “**Secured Parties**”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Bridge Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among the Grantors and certain of their affiliates, as borrowers, and the Lenders, as lenders;

WHEREAS, pursuant to the Loan Agreement, each Grantor granted a security interest to the Lenders equitably and ratably in, to and under its Collateral (including all right, title and interest of each Grantor in, to and under its Trademark Collateral described below); and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor is required to execute and deliver this Confirmatory Grant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in (or by reference in) the Loan Agreement.

2) Grant of Security Interests. Each Grantor hereby grants to the Lenders equitably and ratably, as security for such Grantor’s obligations under the Loan Agreement, a security interest in all right, title and interest of such Grantor in, to and under its Collateral, which includes the following (collectively, the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by the Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Confirmatory Grant);

(b) all renewals of any of the foregoing;

(c) all rights to sue for past, present or future infringements of any of the foregoing;

(d) all good will of the business of such Grantor connected with and symbolized by any of the foregoing; and

(e) all proceeds (as defined in the UCC) of any and all of the foregoing.

3) Acknowledgement. The security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interest granted to the Lenders pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to 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. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4) Governing Law. This Confirmatory Grant shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant effective as of the date first written above.

**LOCAL MOTORS IP, LLC**

By: LM Industries Group, Inc., its sole member

By: Vikrant Aggarwal  
Name: Vikrant Aggarwal  
Title: CEO

**LM INDUSTRIES GROUP, INC.**

By: Vikrant Aggarwal  
Name: Vikrant Aggarwal  
Title: CEO

CONFIRMATORY GRANT OF SECURITY INTERESTS  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS



#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
1.	<b>LM INDUSTRIES</b>	US	87918336	5/11/2018			9 12 39 40 41 42	Local Motors IP, LLC	Pending - Suspended
2.	<b>LAUNCH FORTH &amp; Design</b> 	US	87634862	10/5/2017	5538976	8/14/2018	35 42	Local Motors IP, LLC	Registered
3.	<b>OLLI</b>	US	87251872	11/30/2016	6175475	10/13/2020	12	Local Motors IP, LLC	Registered
4.	<b>LOCAL MOTORS</b>	US	86441689	10/31/2014	4862090	12/1/2015	12 41 42	Local Motors IP, LLC	Registered
5.	<b>LM &amp; Design</b> 	US	86441691	10/31/2014	4860921	11/24/2015	12 41 42	Local Motors IP, LLC	Registered
6.	<b>ICAR</b>	US	86375490	8/24/2014			12	LM Industries Group, Inc.	Pending
7.	<b>VERRADO</b>	US	86256922	4/19/2014	4832801	10/13/2015	12	Local Motors IP, LLC	Registered

Exhibit A

**TRADEMARK**  
**REEL: 007570 FRAME: 0492**


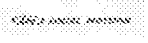
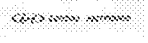
#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
8.	<b>Design Only</b> 	US	86150042	12/20/2013	4545494	6/3/2014	12	Local Motors IP, LLC	Registered (Supp. Reg.)
9.	<b>RALLY FIGHTER</b>	US	77854277	10/21/2009	3854844	9/28/2010	12	Local Motors IP, LLC	Registered
10.	<b>OLLI</b>	United Kingdom	UK 00801343087	1/26/2017	UK 00801343087	10/6/2017	9 12 39	LM Industries Group, Inc.	Registered
11.	<b>LOCAL MOTORS</b>	United Kingdom	UK 00916006975	11/4/2016	UK 00916006975	8/10/2017	12 40 41 42	Local Motors, Inc.	Registered
12.	<b>LOCAL MOTORS</b>	EU	16006975	11/4/2016	16006975	8/10/2017	12 40 41 42	Local Motors, Inc.	Registered
13.	<b>OLLI</b>	China	24292663	5/24/2017	24292663	6/21/2018	39	Local Motors, Inc.	Registered
14.	<b>luo ke</b>  洛克	China	16422073	2/28/2015	16422073	5/28/2016	12	Local Motors, Inc.	Registered
15.	<b>LM LOCAL MOTORS &amp; Design</b> 	China	14186973	3/17/2014	14186973	10/21/2016	12	Local Motors, Inc.	Registered
16.	<b>LM LOCAL MOTORS &amp; Design</b> 	China	14186972	3/17/2014	14186972	4/28/2015	41	Local Motors, Inc.	Registered

Exhibit A

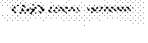
#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
17.	<b>LM LOCAL MOTORS &amp; Design</b> 	China	14186971	3/17/2014	14186971	6/28/2016	42	Local Motors, Inc.	Registered
18.	<b>LM LOCAL MOTORS &amp; Design</b> 	Hong Kong	302848960	12/24/2013	302848960	12/24/2013	12 41 42	Local Motors, Inc.	Registered
19.	<b>OLLI</b>	Singapore	40201709094V	5/18/2017			9 12 39	Local Motors, Inc.	Registered
20.	<b>LM LOCAL MOTORS &amp; Design</b> 	Taiwan	102072263	12/24/2013	1655888	7/16/2014	12 41 42	Local Motors, Inc.	Registered
21.	<b>VERRADO</b>	Australia	1697814	6/2/2015	1697814	6/2/2015	12	Local Motors, Inc.	Registered
22.	<b>LOCAL MOTORS</b>	Australia	1697038	5/29/2015	1697038	5/29/2015	42	Local Motors, Inc.	Registered
23.	<b>LM LOCAL MOTORS &amp; Design</b> 	Australia	1697039	5/29/2015	1697039	5/29/2015	42	Local Motors, Inc.	Registered
24.	<b>OLLI</b>	Int'l Register			1343087	1/26/2017	12	LM Industries Group, Inc.	Registered

Exhibit A