

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748595

<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>
Faraday&Future Inc.		08/14/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FF Simplicity Ventures LLC		
<b>Street Address:</b>	17 State Street		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5095601		
<b>Registration Number:</b>	5145206	FUTURESIGHT	
<b>Registration Number:</b>	4934278		
<b>Registration Number:</b>	4934162		
<b>Registration Number:</b>	5013879	FARAFARO	
<b>Registration Number:</b>	4952845	FARAFARO	
<b>Registration Number:</b>	4952844	FARAFARO	
<b>Registration Number:</b>	4934011	FARAFAR	
<b>Registration Number:</b>	4928808	FARAFAR	
<b>Registration Number:</b>	4934032	FARAFARO	
<b>Serial Number:</b>	97458077	IEFACTORY	
<b>Serial Number:</b>	97067908	FF TECHLUX	
<b>Serial Number:</b>	97067891	TECHLUX	
<b>Serial Number:</b>	97494706	FARADAY FUTURE OS	
<b>Serial Number:</b>	90718859	FF 91	
<b>Serial Number:</b>	90561831	FARADAY FUTURE	
<b>Serial Number:</b>	88030110	FF 61	
<b>Serial Number:</b>	88030081	FF 71	

OP \$540.00 5095601

Property Type	Number	Word Mark
Serial Number:	88030053	FF 81
Serial Number:	86781629	
Serial Number:	86781618	FARADAY FUTURE

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (164136-01000)

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	164136-01000
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	08/15/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 14th day of August, 2022, by Faraday&Future Inc., a California corporation ("Grantor"), in favor of FF Simplicity Ventures LLC in its capacity as Agent for the Purchasers party to the Securities Purchase Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, including Faraday Future Intelligent Electric Inc., a Delaware corporation ("Issuer"), Grantee and the Purchasers identified therein are parties to that certain Securities Purchase Agreement, dated as of August 14, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement") providing for the extensions of credit to be made to Issuer by Grantee and Purchasers;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of August 14, 2022, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Securities Purchase Agreement and Collateral Agreement. The Securities Purchase Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a

security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

**FARADAY&FUTURE INC.**

DocuSigned by:

*Sue Swenson*

By:


66E0AE3907CF43B...

Name: Susan Gail Swenson

Title: Executive Chairperson and Authorized Officer

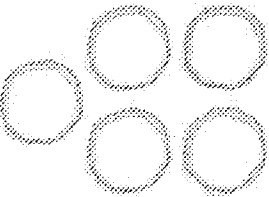

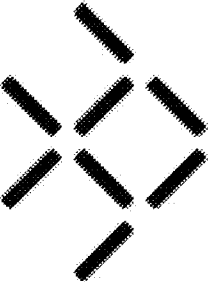
Agreed and Accepted  
as of the date first above written:

FF SIMPLICITY VENTURES LLC,  
as Agent

By:   
Name: Antonio Ruiz-Gimenez  
Title: Managing Member

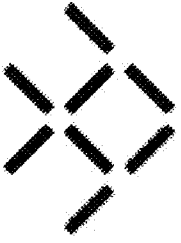
SCHEDULE 1

Trademark Registrations

Mark Name	Owner	Reg. Date	Reg. No.
	Faraday&Future Inc.	December 6, 2016	5095601
FUTURE SIGHT	Faraday&Future Inc. Faraday&Future Inc.	February 21, 2017 April 5, 2016	5145206 4934278
	Faraday&Future Inc.	April 5, 2016	4934162
			
FAROFARO	Faraday&Future Inc.	August 2, 2016	5013879
FAROFARO	Faraday&Future Inc.	May 3, 2016	4952845
FAROFARO	Faraday&Future Inc.	May 3, 2016	4952844
FARAFFA	Faraday&Future Inc.	April 5, 2016	4934011
FARAFFA	Faraday&Future Inc.	March 29, 2016	4928808

Mark Name	Owner	Reg. Date	Reg. No.
FARAFARO	Faraday&Future Inc.	April 5, 2016	4934032

Trademark Applications

Mark Name	Owner	App. Date	App. No.
IEFACTORY	Faraday&Future Inc.	June 14, 2022	97458077
FF TECHLUX	Faraday&Future Inc.	October 11, 2021	97067908
TECHLUX	Faraday&Future Inc.	October 11, 2021	97067891
FARADAY FUTURE OS	Faraday&Future Inc.	July 8, 2022	97494706
FF 91	Faraday&Future Inc.	May 18, 2021	90718859
FARADAY FUTURE	Faraday&Future Inc.	March 5, 2021	90561831
FF 61	Faraday&Future Inc.	July 9, 2018	88030110
FF 71	Faraday&Future Inc.	July 9, 2018	88030081
FF 81	Faraday&Future Inc.	July 9, 2018	88030053
	Faraday&Future Inc.	October 8, 2015	86781629
 Faraday Future	Faraday&Future Inc.	October 8, 2015	86781618