

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776881

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900729820

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICON EV LLC,		11/02/2022	Limited Liability Company: FLORIDA
ICON EV ARIZONA, LLC		11/02/2022	Limited Liability Company: FLORIDA
ICON EV TEXAS, LLC		11/02/2022	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	VALLEY NATIONAL BANK
Street Address:	579 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5479933	ICON
Registration Number:	5461855	CRUISE CAR
Registration Number:	3091575	KUDO CRUISE CAR

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Kyle Noreiga
Address Line 1: 1025 Connecticut Ave., NW, STE. 712
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1828623
NAME OF SUBMITTER:	Janet S. Wamsley

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	12/28/2022
Total Attachments: 5 source=1828623 Trademark filing#page2.tif source=1828623 Trademark filing#page3.tif source=1828623 Trademark filing#page4.tif source=1828623 Trademark filing#page5.tif source=1828623 Trademark filing#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

November 2, 2022

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **ICON EV LLC**, a Florida limited liability company, **ICON EV ARIZONA, LLC**, a Florida limited liability company, and **ICON EV TEXAS, LLC**, a Florida limited liability company (each a "Grantor", and collectively, the "Grantors"), grant to **VALLEY NATIONAL BANK**, with offices at 579 Fifth Avenue, New York, New York 10017 (the "Grantee"), a continuing security interest in the following: (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications (the foregoing, collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in that certain Second Amended and Restated Security Agreement dated as of the date hereof, by, among others, the Grantors and the Grantee (as amended, modified, supplemented, extended, renewed, restated, or replaced, and in effect from time to time, the "Security Agreement")) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Loan Parties, as such term is defined in the Amended and Restated Credit Agreement dated as of the date hereof (as amended, modified, supplemented, extended, renewed, restated, or replaced, and in effect from time to time, the "Credit Agreement") by, among others, the Grantors, Lenders party thereto from time to time and the Grantee.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein

by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

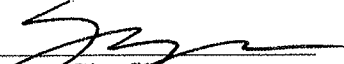
This Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.


ICON EV LLC,
as Grantor

By: Icon EV Holdings, LLC,
its Manager

By: 
Name: Steven Gianfilippo
Title: CFO


ICON EV ARIZONA, LLC,
as Grantor

By: Icon EV Holdings, LLC,
its Manager

By: 
Name: Steven Gianfilippo
Title: CFO

ICON EV TEXAS, LLC,
as Grantor

By: Icon EV Holdings, LLC,
its Manager

By: 
Name: Steven Gianfilippo
Title: CFO

ACKNOWLEDGED AND ACCEPTED:

VALLEY NATIONAL BANK,
as Grantee

By: *Evan Kroll*
Name: Evan Kroll
Title: Assistant Vice President

SCHEDULE A

U.S. Federal Trademarks

Trademark	Owner	Serial Number	Filing Date	Registration Number	Registration Date
ICON® word mark	ICON EV LLC	87/632,680	October 3, 2017	5,479,933	May 29, 2018 (Live – Registered)
CRUISE CAR® word mark	Cruise Car, Inc.	87/337,472	February 15, 2017	5,461,855	May 8, 2018 (Live – Registered)
KUDO CRUISE CAR™ word mark	Cruise Car, Inc.	78/550,026	January 19, 2005	3,091,575	May 9, 2006 (Dead – Abandoned)

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Schedule A to Grant of Security Interest in United States Trademarks