

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lux Bus America Co.		07/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Westpac Administration Pty Limited		
Street Address:	275 Kent Street		
Internal Address:	Level 2, Westpac Place		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Proprietary Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4131136	LUXBUS AMERICA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/28/2023		
Total Attachments: 5			
source=7-28-2023 Lux Bus-TM#page1.tif			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of July 28, 2023, is made by the persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WESTPAC ADMINISTRATION PTY LIMITED ABN 67 008 617 203 as security trustee (the “Security Trustee”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in, or incorporated by reference in, the Security Agreement (as defined below), as applicable.

WHEREAS, in connection with the Finance Documents, the Grantors and the Security Trustee have entered into the U.S. Security Agreement, dated as of May 23, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Trustee for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (b) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (c) all Proceeds and products of the foregoing; and
- (e) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Termination. Upon the payment in full of the Secured Money or the termination of the Security Agreement in accordance with the terms thereof, the Security Trustee shall execute, acknowledge, and deliver to the Initial Grantor an instrument in writing in recordable form releasing the Security Trustee’s security interest in the Trademarks under this Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.08(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

LUX BUS AMERICA CO.,

as Grantor

By: 

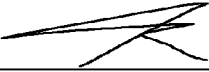
Name: Matthew Austin

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

SECURITY TRUSTEE

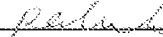
SIGNED, SEALED and DELIVERED
for **WESTPAC ADMINISTRATION**
PTY LIMITED under power of attorney in
the presence of:



Signature of witness

Tim Kilcran

Name of witness (print)



Signature of attorney

Palwasha Khatiz

Name of attorney (print)

3rd August 2016

Date of power of attorney

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Owner	Trademark	App. No.	App. Date	Reg. No.	Regi. Date
LUX BUS AMERICA, CO.	LUXBUS AMERICA	85388926	3-Aug-11	4131136	24-Apr-12

Exhibit III-1