

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYRECAR LLC		12/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION		
Street Address:	60 Livingston Avenue		
Internal Address:	Global Corporate Trust Services		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6744115	HYRECAR	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	23397-36		
NAME OF SUBMITTER:	Asheli Mosley		
SIGNATURE:	/Asheli Mosley/		
DATE SIGNED:	12/06/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 5, 2023, between the signatory hereto (the “Grantor”) in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of September 8, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Security Agreement), by and among the Grantor, the other Grantors from time to time party thereto and the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor has, as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor;

WHEREAS, subsequent to the date of the Security Agreement, the chain of title to the Intellectual Property listed on Schedule 1 hereto was updated in the records of the United States Patent and Trademark Office (the “USPTO”) to reflect the assignment to the Grantor of all of the Intellectual Property of HyreCar Inc., a Delaware corporation (“Legacy HyreCar”), pursuant to the transactions contemplated by that certain Asset Purchase Agreement, dated as of May 8, 2023, by and between Getaround, Inc., a Delaware corporation and the sole member of the Grantor (“Parent”), and Legacy HyreCar, pursuant to which Parent acquired substantially all of the assets owned, controlled or used by Legacy HyreCar related to the operation of its peer-to-peer car sharing business, including the Intellectual Property listed on Schedule 1 hereto, and certain of Legacy HyreCar’s liabilities (the “Asset Acquisition”); and

WHEREAS, under the terms of the Security Agreement and in connection with the Asset Acquisition referred to above, the Grantor has agreed to execute this Agreement for recording with the USPTO.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any

intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the USPTO (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) and all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property, or in the case of trademarks, unfair competition regarding the same.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and no Grantor shall be deemed to have granted a Lien in, any "intent-to-use" application for registration of a trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant 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.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Super Priority Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Super Priority Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Super Priority Note, the provisions of the Security Agreement or the Super Priority Note shall govern.

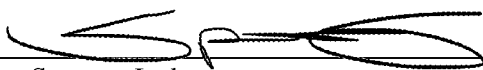
SECTION 6. Concerning the Collateral Agent. This Agreement has been accepted, executed and delivered by U.S. Bank Trust Company, National Association, in its capacity as Collateral Agent under and pursuant to the terms of the Security Agreement. The Collateral Agent shall be entitled to all rights, privileges, immunities and protections set forth in the Security Agreement with respect to the Collateral Agent in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HYRECAR LLC, as Grantor

By: Getaround, Inc., its Sole Member

By: 
Name: Spencer Jackson
Title: General Counsel and Secretary

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HYRECAR LLC, as Grantor


By: Getaround, Inc., its Sole Member

By: _____

Name:

Title:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent

By:  _____

Name: Benjamin J. Krueger

Title: Vice President

SCHEDULE 1

US Registered Trademarks

Serial Number	Reg. Number	Word Mark	Status	Owner
90727746	6744115	HYRECAR HYRECAR	Registered	HyreCar LLC

SCHEDULE 2

US Patents and Patent Applications

None.