CH \$215.00 32147

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM864087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Workhorse Group Inc.		12/27/2023	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	High Trail Special Situations LLC	
Street Address: c/o High Trail Capital, 221 River Street		
Internal Address: 9th Floor		
City: Hoboken		
State/Country: NEW JERSEY		
Postal Code: 07030		
Entity Type: Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3214777	WORKHORSE
Registration Number:	6037625	HORSEFLY
Registration Number:	6255417	WH
Registration Number: 6255418		WORKHORSE
Serial Number: 90771718		METRON
Serial Number:	97839633	SQUADRON
Serial Number: 98043803		STABLES & STALLS
Serial Number:	98043802	STABLES BY WORKHORSE

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 13129932622

Email:gayle.grocke@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 065377-0031

TRADEMARK
REEL: 008301 FRAME: 0666

900824178

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/27/2023
Total Attachments: 35	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 27, 2023 among Workhorse Group Inc., a Nevada corporation (the "Pledgor"), Workhorse Technologies Inc., an Ohio corporation, Workhorse Motor Works Inc., an Indiana corporation, Workhorse Properties Inc., an Ohio corporation, Horsefly Inc., a Nevada corporation, ESG Logistics Corp., an Ohio corporation, Stables & Stalls LLC, a Delaware limited liability company, RouteHourse LLC, a Delaware limited liability company (collectively, the "Subsidiary Grantors" and, together with the Pledgor, the "Grantors") and High Trail Special Situations LLC, a Delaware limited liability company, in its capacity as collateral agent for the benefit of the Holders (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, the Pledgor has entered into that certain Securities Purchase Agreement, dated as of December 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement"), with High Trail Special Situations LLC (the "Initial Holder") and each other party thereto, pursuant to which, among other things, the Pledgor will issue, and the Initial Holder will purchase, subject to the terms set forth therein, the Convertible Notes (as defined in the Securities Purchase Agreement);

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Secured Party, pursuant to which each Grantor granted to the Secured Party, for its benefit and the benefit of the Initial Holder and each Holder under and as defined in any Convertible Note (the "Holders"), a security interest in substantially all of such Grantor's personal property; and

WHEREAS, it is a covenant under the Security Agreement that the Grantors shall have executed and delivered this Agreement to the Secured Party for its benefit and the benefit of the Holders.

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

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Security Agreement.
- (b) When used herein the following terms shall have the following meanings:

"Copyright Licenses" shall have the meaning set forth in the Convertible Note.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

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"Patent Licenses" shall have the meaning set forth in the Convertible Note.

"Trademark Licenses" shall have the meaning set forth in the Convertible Note.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Security Agreement or the other Note Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

Section 2. <u>GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL</u>. To secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby pledges and grants to the Secured Party (for its benefit and the ratable benefit of the Holders) a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Collateral</u>"):

- (a) Trademarks and Trademark Licenses to which it is a party, including those referred to on <u>Schedule I</u> hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;

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- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto and all Intellectual Property Licenses;
- (e) Renewals, reissues, continuations, continuations-in-part, reexaminations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue, whether at law or in equity, third parties for past, present or future infringement, dilution, misappropriation, or other violation or impairment of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- All products and Proceeds of all or any of the foregoing, tort claims and all claims (g) and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of such Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral, or in any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would violate or invalidate any such contract, instrument, license or other document or give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder.

Section 3. <u>REPRESENTATIONS AND WARRANTIES</u>.

Each Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Security Agreement and the other Note Documents, that:

- (a) such Grantor has been, in all material respects (i) using statutory notice of registration in connection with its use of registered Trademarks, (ii) proper marking practices in connection with the use of Patents, and (iii) appropriate notice of copyright in connection with the publication of copyrighted material;
- (b) such Grantor has taken all actions it deems necessary in its reasonable business judgment to ensure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with its licensed products and services; and
- (c) this Agreement, together with the Security Agreement, is effective to create a valid security interest in favor of the Secured Party, for its benefit and the benefit of the

Holders, in all of such Grantor's Intellectual Property. Upon (i) the filing of this Agreement in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements (with respect to such Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of such Grantor not registered with the United States Copyright Office) and (iii) the filing of this Agreement in the PTO (with respect to the United States Patents set forth on Schedule II hereto and the United States Trademarks set forth on Schedule I hereto), such security interest will be enforceable as such as against any and all creditors of, and purchasers from, such Grantor (subject only to Permitted Liens) and all action necessary to protect and perfect the Secured Party's Lien on such Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. <u>COVENANTS</u>. Each Grantor covenants and agrees with the Secured Party, from and after the date of this Agreement, and in addition to the covenants in the Security Agreement and the other Note Documents, that:

- (a) Such Grantor shall notify the Secured Party promptly if it knows that any application or registration relating to any material Intellectual Property owned by such Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Such Grantor shall further notify the Secured Party promptly of any adverse determination or decision in any proceeding and the institution of any proceeding challenging such Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. Such Grantor shall be free to prosecute and maintain its Intellectual Property in the ordinary course of business in a commercially reasonable manner, and, notwithstanding the foregoing, shall not be required to report preliminary or initial determinations, unless and until made final, by the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall or shall cause the applicable Pledged Entity to (i) prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter if material to the operations of the business of such Grantor or such Pledged Entity, (ii) preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of such Grantor or such Pledged Entity and (iii) ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of such Grantor or such Pledged Entity. Any expenses incurred in connection with such Grantor's obligations under this Section 4(b) shall be borne by such Grantor. Except for any such items that such Grantor reasonably believes (using prudent industry customs and practices) are no longer necessary for the ongoing operations of its business or the business of any Pledged Entity, such Grantor

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- shall not and shall not cause any Pledged Entity to abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld;
- In the event that any Intellectual Property owned by or exclusively licensed to such (c) Grantor is known by such Grantor to be infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify the Secured Party promptly after such Grantor learns thereof and, if such Intellectual Property is material to the conduct of such Grantor's business, such Grantor shall, if consistent with good business judgment, promptly take all commercially reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable, or as the Secured Party shall deem appropriate in its or their good faith exercise of its or their commercially reasonable discretion under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall use commercially reasonable efforts to adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of such Grantor, such Grantor's use of the Intellectual Property owned by such Grantor is not interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party in any material respect; and
- (h) If such Grantor shall obtain ownership of or other right, title or interest in or to, any registered Copyrights, issued or applied-for Patents, or registered or applied for Trademarks, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to the Secured Party written notice thereof by delivery of an updated Schedule III, IV, V and/or VI to the Security Agreement, as applicable,

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in accordance with Section 2(g) of the Security Agreement. Such Grantor hereby authorizes the Secured Party to modify this Agreement by amending Schedules I, II, III and IV hereto, as applicable, to include any Copyrights, Patents and Trademarks that has been included in any updated Schedules III, V, and/or VI to the Security Agreement pursuant to Section 2(g) of the Security Agreement, and to execute and deliver any supplement hereto (in form and substance reasonably satisfactory to the Secured Party) to evidence the Secured Party's lien on any such Patent, Trademark or Copyright.

Section 5. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantors to the Secured Party, for its benefit and the benefit of the Holders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Security Agreement covering Intellectual Property, the provisions of the Security Agreement shall control.

Section 6. <u>REINSTATEMENT</u>. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantors for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. <u>NOTICES</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 8. <u>TERMINATION OF THIS AGREEMENT</u>. Subject to Section 6 hereof, this Agreement shall terminate upon the payment in full in cash of all Obligations (except for contingent indemnity claims for which no claim has been made).

Section 9. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

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[Signature Pages Follow]

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IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

PLEDGOR:

WORKHORSE GROUP INC.

By: Name: Robert M. Ginnan

Title: Chief Financial Officer

Notice Address: 3600 Park 42 Drive, Suite 160 E Sharonville, OH 45241

GRANTORS:

WORKHORSE TECHNOLOGIES INC. WORKHORSE MOTOR WORKS INC. WORKHORSE PROPERTIES INC. HORSEFLY INC. ESG LOGISTICS CORP. STABLES & STALLS LLC **ROUTEHORSE LLC** STABLES & STALLS REAL ESTATE I LLC

Name: Robert M. Ginnan

Title: Treasurer

Notice Address:

3600 Park 42 Drive, Suite 160 E

Sharonville, OH 45241

ACCEPTED AND ACKNOWLEDGED BY SECURED PARTY:

HIGH TRAIL SPECIAL SITUATIONS LLC, as the Secured Party

Name: Eric Helenek

Title: Authorized Signatory

Schedule I

Trademarks and Trademark Licenses

HORSEFLY	WORKHORSE	WORKHORSE	Workhorse UFO and Logo	WORKHORSE CUSTOM CHASSIS	Mark NOTHING OUTWORKS A WORKHORSE	
United States	United States	Canada	Canada	Canada	Country Canada	
Workhorse Group, Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Owner Workhorse Group Inc.	
87770725	78571788	1468395	1328215	1053052	Appin. No. 1053053	
1/25/2018	2/21/2005	2/4/2010	12/14/2006	3/30/2000	Appln. Date 3/30/2000	
6037625	3214777	783257	757840	601775	Reg. No. 601870	
4/21/2020	3/6/2007	11/23/2010	1/26/2010	2/10/2004	Reg. Date 2/11/2004	
12	12	12	12	12, 28	Class 12, 28	
Package delivery systems consisting primarily of civilian drones	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks	Chassis and bodies for recreational vehicles	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specialty motorized vehicles, namely, auto transport trucks, concrete mixer trucks, dump trucks, garbage hauler trucks, oil-field trucks, stake and platform trucks, tank trucks, wrecker and tow trucks and scissors trucks, but specifically excluding utility cars for turf maintenance for use at golf courses, country clubs, municipalities, building complexes and large scale industrial complexes	Chassis, bodies and parts thereof for delivery trucks, recreational land vehicles, buses and other specialty motorized vehicles, namely, auto transport trucks, concrete mixer trucks, dump trucks, garbage hauler trucks, oil-field trucks, stake and platform trucks, tank trucks, wrecker and tow trucks and scissors trucks, but specifically excluding utility cars for turf maintenance for use at golf courses, country clubs, municipalities, building complexes and large scale industrial complexes	
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WORKHORSE	WORKHORSE	4	HORSEFLY	HORSEFLY		HORSEFLY	HORSEFLY
Mexico	United States	United States	Mexico	Union	European	China P.R.	Canada
Workhorse Group, Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Group Inc.	Workhorse	Workhorse Group Inc.	Workhorse Group Inc.
2418508	88943288	88943281	1.19852E+11	91/930034	017020051	32402121	1909131
9/9/2020	6/2/2020	6/2/2020	7/16/2018	//15/2018	7/12/2010	7/23/2018	7/12/2018
2170465	6255418	6255417	1983272	917930054		32402121	TMA1122760
11/10/2020	1/26/2021	1/26/2021	3/26/2019	11/2//2018	11/27/2018	4/21/2019	3/11/2022
12	12	12	12	12, 39	3	12	12
Vehicles and drones that are part of delivery package systems, vehicles, drones, helicopters, trucks, vans and aircrafts	Package delivery systems comprised of vehicles, drones, remote controllers for drones and related operational software, all sold as a unit; drones; helicopters; trucks; vans; aircrafts	Package delivery systems comprised of vehicles, drones, remote controllers for drones and related operational software, all sold as a unit; drones; helicopters; trucks; vans; aircrafts	Package delivery systems consisting primarily of civilian drones	Vehicle leasing services; leasing of land vehicles (delivery trucks); leasing of drones.	Package delivery systems consisting primarily of civilian drones; drones	Civilian drones	Package delivery systems consisting primarily of civilian drones

METRON
United States
Workhorse Group Inc.
90771718
6/14/2021
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downloadable mobile applications for use in managing the delivery of packages; Downloadable computer software and downloadable mobile applications for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (UAVs) and motor vehicles; all of the foregoing excluding goods for use in the fields of defense, warfare, and military simulations. Providing temporary use of non-downloadable cloud-based software for use in managing the delivery of packages; Providing temporary use of non-downloadable cloud-based software for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (UAVs) and motor vehicles; Software as a service (SaaS) featuring software for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (UAVs) and motor vehicles; Providing a website featuring online non-downloadable software for use in managing the delivery of packages; Providing a website featuring online non-downloadable software for use in managing the delivery of packages; Providing medi-time videos of, and providing information pertaining to the delivery of packages; Providing and motor vehicles; (UAVs) and motor vehicles; all of the foregoing excluding services for use in the fields of defense, warfare and military simulations
Opposition Pending: client may drop this application REEL: 008301 FRAME: 06

STABLES & STALLS	SQUADRON
United States	United States
Workhorse Group Inc.	Workhorse Group Inc.
98043803	97839633
6/15/2023	3/15/2023
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9, 37, 39	9, 42
Electrical apparatus, namely, charging stations for charging electric vehicles Fleet management services in the nature of maintenance and repair of fleet vehicles; providing information regarding the installation, maintenance and repair of fleet vehicles; fleet management services in the nature of consultation in the field of maintenance and repair of fleet	Downloadable computer software and downloadable mobile applications for use in managing the delivery of packages; downloadable computer software and downloadable mobile applications for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (uavs) and motor vehicles Providing temporary use of non-downloadable cloud-based software for use in managing the delivery of packages; providing temporary use of non-downloadable cloud-based software for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (uavs) and motor vehicles; software as a service (saas) services featuring software for use in managing the delivery of packages; software for use in managing, tracking, monitoring, providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages via unmanned aerial vehicles (uavs) and motor vehicles; providing a website featuring online non-downloadable software for use in managing, the delivery of packages; providing instructions for, displaying real-time videos of, and providing information pertaining to the delivery of packages; via unmanned aerial vehicles via unmanned aerial vehicles (uavs) and motor vehicles (uavs) and m
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STABLES BY WORKHORSE			
United States			
Workhorse Group Inc.			
98043802			
6/15/2023			
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9, 37, 39			
Fleet management services in the nature of maintenance and repair of fleet vehicles; providing information regarding the installation, maintenance and repair of fleet vehicles; fleet management services in the nature of consultation in the field of maintenance and repair of fleet vehicles; charging station services for electric vehicles; charging station services for electric vehicles.	Electrical apparatus, namely, charging stations for charging electric vehicles		vehicles; charging station services for electric vehicles Rental of fleet vehicles: fleet rental services
	TRA	DEMARK	 {

Schedule II

Patents and Patent Licenses

WOR08-00013	WOR08-00012	WOR08-00011	WOR08-00008	WOR08-00007	WOR08-00006	WOR08-00005	Code/Matter No
United States	United States	United States	United States	United States	Canada	United States	Country
14/989,870	14/606,497	13/283,663	11/252,219	11/252,220	2523653	29/719,591	Serial Number
01/07/2016	01/27/2015	10/28/2011	10/17/2005	10/17/2005	10/17/2005	01/06/2020	Applicatio n Date
9,915,956	9,481,256	8,541,915	7,559,578	7,717,464	2523653	D945,327	Patent Number
03/13/2018	11/01/2016	09/24/2013	07/14/2009	05/18/2010	12/22/2009	03/08/202	Issue/ Grant Dat
06/24/2036	05/03/2035	12/16/2031	09/06/202	09/06/202 6	10/17/2025	01/06/2035	Expiration Date
PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL	ONBOARD GENERATOR DRIVE SYSTEM FOR ELECTRIC VEHICLES	DRIVE MODULE AND MANIFOLD FOR ELECTRIC MOTOR DRIVE ASSEMBLY	Vehicle Chassis Assembly	Vehicle Chassis Assembly	VEHICLE CHASSIS ASSEMBLY	TRUCK	Title
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group	Assigned

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WOR08-00027	WOR08-00026	WOR08-00024	WOR08-00023	WOR08-00022	WOR08-00020
United States	Mexico	Eureopean Union	China	Canada	United States
16/934,906	MX/f/2020/001485	DM/209437	20203035494243	196663	15/915,144
07/21/2020	07/06/2020	07/05/2020	07/06/2020	07/03/2020	03/08/2018
11,538,347	64843		ZL 202030359424 3	196663	11,086,338
12/27/2022	07/29/2022		12/10/2021	08/09/202	08/10/2021
04/07/2041	07/13/2045		07/05/2030	07/03/2035	01/09/2035
UAV DELIVERY CONTROL SYSTEM FOR UAV DELIVERY OF PACKAGES	TRUCK	TRUCK	TRUCK	TRUCK	VEHICLE VEHICLE PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY VEHICLE
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.

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WOR08-00041		WOR08-00042				WOR08-00044				WOR08-00045				
Office Mexico		Canada				Mexico				Canada				
2021/004992		3,109,410				2021/004985				3,110,078				
04/29/2021		03/10/2021				04/29/2021				03/12/2021				
G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS	AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	METHODS OF	MONOCOQUES OF LAND	VEHICLES USING	MODULAR MOLD SYSTEMS	METHODS OF MAKING	MONOCOQUES OF LAND	VEHICLES USING	MODULAR MOLD SYSTEMS	LAND VEHICLES	G REMOVABLE	POWERTRAIN UNITS AND	METHODS	IDEKEUR
Workhors e Group TRADEMARK	T	Workhors	Inc.			Workhors e Group	Inc.			Workhors e Groun	Inc.			

WOR08-00046	WOR08-00047		WOR08-00048					WOR08-00049					WOR08-00050				
Eureopean Patent Office	Mexico		Canada					Eureopean Patent	Office				Mexico				
21710382.9	MX/a/2021/00498 8		3,125,833					21710383.7					MX/a/2021/00498 9				
03/17/2021	04/29/2021		02/11/2021					03/17/2021					04/29/2021				
Published								Published									
LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS AND METHODS THEREOF	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN	POWERTRAIN UNITS AND METHODS THEREOF	ELECTRIC DELIVERY	TRUCK	SYSTEM FOR	ELECTRIC	MANAGEMENT	ELECTRIC DELIVERY	TRUCK	SYSTEM FOR	ELECTRIC	POWER MANAGEMENT	ELECTRIC DELIVERY	TRUCK	SYSTEM FOR	ELECTRIC POWER	MANAGEMENT
Workhors e Group Inc.	Workhors of e Group Inc.		Workhors e Group	Inc.				Workhors e Groun	Inc.				Workhors e Group	Inc.			

WOR08-00059	WOR08-00058	WOR08-00056	WOR08-00054	WOR08-00053	WOR08-00052	WOR08-00051
United States	United States	United States	United States	United States	United States	United States
17/223,474	17/223,421	18/238,838	17/546,641	17/546,593	17/546,555	17/546,500
04/06/2021	04/06/2021	08/28/2023	12/09/2021	12/09/2021	12/09/2021	12/09/2021
11,498,701	11,787,563		11,440,590	11,485,215	11,440,456	11,591,032
11/15/2022	10/17/2023		09/13/2022	11/01/2022	09/13/2022	02/28/2023
04/06/204	04/06/204 0		12/09/2041	12/09/2041	12/09/2041	12/09/2041
FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS	ELECTRIC DELIVERY TRUCK CONTROL SYSTEM FOR HUB MOTOR CONTROL	LAND VEHICLES INCORPORATIN G IMPACT MANAGEMENT SYSTEMS	LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS THEREOF	LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc. TRADEN	Workhors e Group Inc.

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WOR08-00071	WOR08-00070	WOR08-00069	WOR08-00068	WOR08-00065	WOR08-00064	WOR08-00063	WOR08-00062	WOR08-00061	WOR08-00060
Canada	Mexico	Eureopean Patent Office	Canada	United States	United States	United States	United States	United States	United States
3,125,408	MX/a/2021/00920 8	21732800.4	3,125,400	17/223,726	17/223,673	17/223,632	17/223,589	17/223,538	17/223,501
07/09/2021	07/29/2021	06/24/2021	07/09/2021	04/06/2021	04/06/2021	04/06/2021	04/06/2021	04/06/2021	04/06/2021
				11,332,264	11,180,263	11,787,564		11,485,518	11,254,446
		Published		05/17/2022	11/23/2021	10/17/2023	Published	11/01/2022	02/22/2022
				04/06/204	04/06/204	04/06/204		04/06/204	04/06/204
FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS							
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors Re Group Inc.	Workhors e Group Inc.

WOR08-00078	WOR08-00077	WOR08-00076	WOR08-00075	WOR08-00074	WOR08-00073	WOR08-00072
United States	United States	Mexico	Eureopean Patent Office	Canada	Mexico	European Patent Office
17/552,718	17/398,139	MX/a/2021/010385	21762587	3,128,564	MX/a/2021/00920 9	21732799.8
12/16/2021	08/10/2021	08/27/2021	09/08/2021	08/17/2021	07/29/2021	06/22/2021
11,299,208	11,520,357					
04/12/2022	12/06/2022					Published
01/06/2040	01/07/2036					
LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY VEHICLE	UAV DELIVERY CONTROL SYSTEM FOR UAV DELIVERY OF PACKAGES	UAV DELIVERY CONTROL SYSTEM FOR UAV DELIVERY OF PACKAGES	UAV DELIVERY CONTROL SYSTEM FOR UAV DELIVERY OF PACKAGES	FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors Re Group Inc.	Workhors e Group Inc.

WOR08-00086	WOR08-00085	WOR08-00084	WOR08-00083	WOR08-00082	WOR08-00081	WOR08-00079
Eureopean Patent Office	Canada	Patent Cooperatio n Treaty	Mexico	Eureopean Patent Office	Canada	United States
22153665.9	3,144,141	US/2022/014844	MX/a/2022/00399 2	22153661.8	3,144,139	17/533,289
01/27/2022	12/29/2021	02/02/2022	03/31/2022	01/27/2022	12/29/2021	11/23/2021
						11,370,561
Published		Published		Published	Published	06/28/2022
						04/06/204
LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES	LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR	FLYING VEHICLE SYSTEMS AND METHODS
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group	Workhors e Group Inc.	Workhors e Group Inc.

WOR08-00092	WOR08-00091	WOR08-00090	WOR08-00089	WOR08-00088	WoRo8-00087
Patent Cooperatio n Treaty	Mexico	Eureopean Patent Office	Canada	Patent Cooperatio n Treaty	Mexico
US/2022/014851	MX/a/2022/00398 8	22153666.7	3,144,133	US/2022/014847	MX/a/2022/00399 Ω
02/02/2022	03/31/2022	01/27/2022	12/29/2021	02/02/2022	03/31/2022
		Published		Published	
LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS	LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS THEREOF	LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS THEREOF	LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS THEREOF	LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES	LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc. TRADEN	Workhors e Group Inc.

WOR08-00102	WOR08-00101	WOR08-00099	WOR08-00096	WOR08-00095	WOR08-00094	WOR08-00093
United States	United States	United States	Patent Cooperatio n Treaty	Mexico	Eureopean Patent Office	Canada
17/732,850	17/716,687	17/676,571	US/2022/014852	MX/a/2022/00398 9	22153650.1	3,144,156
04/29/2022	04/08/2022	02/21/2022	02/02/2022	03/31/2022	01/27/2022	12/29/2021
11,479,301	11,472,484	11,383,859				
10/25/2022	10/18/2022	07/12/2022	Published		Published	Notice of Allowance
01/06/2041	01/06/2041	04/06/204 0				
LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS AND METHODS THEREOF	LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	FLYING VEHICLE SYSTEMS AND METHODS	LAND VEHICLES INCORPORATIN G IMPACT MANAGEMENT SYSTEMS			
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc. TRADEM	Workhors e Group Inc. ARK

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WOR08-00113	WOR08-00112	WOR08-00111	WOR08-00110	WOR08-00109	WoRo8-00108	WOR08-00107	WOR08-00106	WOR08-00104
United States	United States	United States	United States	Mexico	United States	United States	United States	United States
17/887,721	29/829,846	17/725,926	17/962,143	MX/f/2022/000946	17/726,021	17/725,990	17/725,955	17/703,370
08/15/2022	03/08/2022	04/21/2022	10/07/2022	03/31/2022	04/21/2022	04/21/2022	04/21/2022	03/24/2022
11,782,457		11,472,572	11,613,310	65851				11,407,527
10/10/2023		10/18/2022	3/28/2023	12/26/2022		Published	Published	08/09/202 2
01/07/2036		04/06/2041	03/28/2043					04/06/204
PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL	TRUCK	FLYING VEHICLE SYSTEMS AND METHODS	ELECTRIC UTILITY FLATBED TRUCK	TRUCK	UNMANNED AERIAL VEHICLE DEILVERY SYSTEMS	UNMANNED AERIAL VEHICLE DEILVERY SYSTEMS	UNMANNED AERIAL VEHICLE DEILVERY SYSTEMS	FLYING VEHICLE SYSTEMS AND METHODS
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.

	WOR08-00114	WOR08-00115	WOR08-00117	WOR08-00118
	United States	United States	United States	United States
	17/847,895	17/884,526	17/884,529	17/862,648
	06/23/2022	08/09/2022	08/09/2022	07/12/2022
	Track 1 filing.	11,572,102	11,572,004	Track 1 filing.
	Published	02/07/2023	02/07/2023	Published
		12/09/2041	12/09/2041	
VEHICLE	METHODS OF MAKING MONOCOQUES OF LAND VEHICLES USING MODULAR MODULAR	LAND VEHICLES INCORPORATIN G IMPACT MANAGENENT SYSTEMS	LAND VEHICLES ADAPTED FOR USE AS ELECTRIC DELIVERY VEHICLES	ELECTRIC DELIVERY TRUCK CONTROL SYSTEM FOR ELECTRIC POWER MANAGEMENT
DEMARK	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.

WOR08-00123	WOR08-00122	WOR08-00121	WOR08-00120	WOR08-00119
Japan	Japan	China	China	China
2022-541658	2022-541654	202180020435.0	202180016387.8	202180016358.1
08/26/2022	07/05/2022	01/11/2021	08/23/2022	08/23/2022
		Published	Published	Published
METHODS OF MAKING MONOCOQUES OF LAND VEHICLES USING MODULAR MOLD SYSTEMS	LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	ELECTRIC DELIVERY TRUCK CONTROL SYSTEM FOR ELECTRIC POWER MANAGEMENT	METHODS OF MAKING MONOCOQUES OF LAND VEHICLES USING MODULAR MODULAR MODULAR	IAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.

WOR08-00133	WOR08-00127	WOR08-00126	WOR08-00125	WOR08-00124
United States	United States	China	Japan	Japan
17/967,224	17/864,972	202180016365.1	2022-542184	2022-541605
10/17/2022	07/14/2022	08/23/2022	09/02/2022	08/31/2022
	11,603,219			
Published	3/14/2023	Published	Published	
	04/06/204			
LAND VEHICLES INCORPORATIN G ELECTRIC MOTORS AND METHODS THEREOF	FLYING VEHICLE SYSTEMS AND METHODS	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS, POWERTRAIN UNITS, AND METHODS THEREFOR	ELECTRIC DELIVERY TRUCK CONTROL SYSTEM FOR ELECTRIC POWER MANAGEMENT	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS, POWERTRAIN UNITS, AND METHODS THEREFOR
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors TR e Group Inc.	Workhors e Group Inc. ADEMARK

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WOR08-00141	WOR08-00140	WOR08-00139	WOR08-00138	WOR08-00137	WOR08-00136	WOR08-00135
United States	United States	United States	Canada	United States	United States	United States
18/106,179	17/978,293	17/982,914	3178524	17/963,730	17/961,554	17/956,176
02/06/2023	11/01/2022	11/08/2022	09/29/2022	10/11/2022	10/06/2022	09/29/2022
		11,820,533			11,654,971	11,654,970
Notice of Allowance	Published	11/21/2023		Notice of Allowance	5/23/2023	5/23/2023
		04/06/204			10/06/2042	09/29/2042
LAND VEHICLES ADAPTED FOR USE AS ELECTRIC	FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS, POWERTRAIN UNITS, AND METHODS THEREFOR	UAV DELIVERY CONTROL SYSTEM FOR UAV DELIVERY OF PACKAGES	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS, POWERTRAIN UNITS, AND METHODS THEREFOR	LAND VEHICLES INCORPORATIN G IMPACT MANAGEMENT SYSTEMS
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc. TRADEM	Workhors e Group Inc. ARK

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WOR08-00150	WOR08-00149	WOR08-00147	WOR08-00145	WOR08-00144	WOR08-00143	WOR08-00142	
Patent Cooperatio n Treaty	Patent Cooperatio n Treaty	United States	United States	United States	United States	United States	
US/2023/018502	US/2023/018498	63/517,043	18/125,805	18/126,013	18/114,030	18/106,195	
04/13/2023	04/13/2023	08/01/2023	03/24/2023	03/24/2023	02/24/2023	02/06/2023	
						11,753,078	
Published	Published		Notice of Allowance	Notice of Allowance	Published	09/12/2023	
						12/09/2041	
UNMANNED AERIAL VEHICLE DELIVERY SYSTEMS	UNMANNED AERIAL VEHICLE DELIVERY SYSTEMS	CHASSIS ASSEMBLIES FOR ELECTRIC VEHICLES	ELECTRIC UTILITY FLATBED TRUCK	LAND VEHICLES INCORPORATIN G BRAKE SYSTEMS AND METHODS THEREFOR	FLYING VEHICLE SYSTEMS AND METHODS	LAND VEHICLES INCORPORATIN G IMPACT MANAGEMENT SYSTEMS	DELIVERY VEHICLES
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	RK

WOR08-00151	WOR08-00152	WOR08-00153	WOR08-00154	WOR08-00155	WOR08-00156
United States	United States	Patent Cooperatio n Treaty	United States	United States	United States
18/321,737	18/321,744	US/2023/022426	18/462,656	18/380,910	18/380,888
05/22/2023	05/22/2023	05/16/2023	09/07/2023	10/17/2023	10/17/2023
Notice of Allowance	Published				
LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	LAND VEHICLES INCORPORATIN G REMOVABLE POWERTRAIN UNITS, POWERTRAIN UNITS, AND METHODS	LAND VEHICLES INCORPORATIN G MONOCOQUES AND MODULAR MOLD SYSTEMS FOR MAKING THE SAME	LAND VEHICLES INCORPORATIN G IMPACT MANAGEMENT SYSTEMS	FLYING VEHICLE SYSTEMS AND METHODS	FLYING VEHICLE SYSTEMS AND METHODS
Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.	Workhors e Group Inc.

									WOR08-00158
								States	United
									18/378,330
									10/10/2023
DE VE	CO	FR	DI	UA	MU	AU	ME	DE	PA
DELIVERY VEHICLE	NVENTIONAL	OM A	SPATCHED	S/UAV	JLTI-COPTER	TOMATED	IANS OF AN	LIVERY BY	PACKAGE
							Inc.	e Group	Workhors

Schedule III

Copyrights and Copyright Licenses

None.

USADO CSM 43957711.8

Schedule IV

Other Intellectual Property - Domain

workhorse.com wkhsg.com

US-D03C8) 43957711.8

RECORDED: 12/27/2023