

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI99895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ElectrMeccanica Vehicles Corp		02/28/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Solo Automotive Inc.		
Street Address:	1102 328 East 11th Ave		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V5T 4W1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6727915	ELECTRA MECCANICA	
CORRESPONDENCE DATA			
Fax Number:	3139610200		
<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:	+1(313)961-0200		
Email:	msneyd@kerr-russell.com,iplaw@kerr-russell.com		
Correspondent Name:	Michael A Sneyd		
Address Line 1:	Suite 2500		
Address Line 2:	500 Woodward Avenue, Detroit, MI 48226		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Michael Sneyd		
SIGNATURE:	Michael Sneyd		
DATE SIGNED:	03/18/2024		
Total Attachments: 6			
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made and entered into as of February 28, 2024 (the “**Effective Date**”), by and among **ELECTRAMECCANICA VEHICLES CORP.**, a company incorporated under the laws of British Columbia (the “**Vendor**”), **EMV Automotive Technology (Chongqing) Inc.**, a company incorporated under the laws of the People’s Republic of China (“**EMV Chongqing**”, and together with the Vendor, the “**Vendor Parties**”) and **SOLO AUTOMOTIVE INC.**, a company incorporated under the laws of British Columbia (the “**Purchaser**”).

WHEREAS:

- 1) The Vendor and the Purchaser have entered into Sale and Purchase Agreement made as of the Effective Date (the “**Purchase Agreement**”). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement; and
- 2) The Vendor Parties and the Purchaser wish to confirm the conveyance, sale, assignment, and transfer of the Intellectual Property, including the Intellectual Property listed in Schedule A attached hereto, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Sale, Transfer, Assignment, Delivery and Conveyance.** The Vendor Parties hereby confirm that they have absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to the Purchaser, and the Purchaser has purchased, acquired, and accepted from the Vendor Parties, all of the Vendor Parties’ rights, title and interest throughout the world, in, to and under the Intellectual Property, including, without limitation:

- (a) the inventions that are disclosed in the patents and patent applications set forth on Schedule A hereto (the “**Purchased Inventions**”), worldwide, the goodwill associated therewith, and any and all patent applications for the Purchased Inventions in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof, and any and all letters patent granted for the Purchased Inventions in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the letters patent, and including the patents and patent applications set forth on Schedule A;
- (b) the trademarks set forth on Schedule A hereto (the “**Purchased Trademarks**”), worldwide, the goodwill associated therewith, and any and all trademark applications for the Purchased Trademarks in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisionals, extensions, and renewals thereof, and any and all registrations granted for the Purchased Trademarks in any and all countries and jurisdictions, and any extensions or renewals thereof;

- (c) the right to file further applications in any jurisdictions with respect to the Purchased Inventions, the Purchased Trademarks and any other Intellectual Property and to receive registrations therefor; and
- (d) all income, royalties and damages due or payable with respect to the Intellectual Property and all rights of action and defenses accrued, accruing and to accrue in respect of the Intellectual Property, including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs, royalties and fees associated therewith and to fully and entirely stand in the place of the Vendor Parties in all matters related to all of the foregoing.

2. **Power of Attorney.** Each Vendor Party hereby constitutes and appoints any director or officer of the Purchaser as the true and lawful attorney of such Vendor Party, for and in the name or otherwise on behalf of such Vendor Party, with full power of substitution, to do and execute all acts, deeds and assurances to give effect to the conveyance and assurance of the Intellectual Property unto the Purchaser in the manner herein provided in accordance with the intent and meaning of this Assignment. Said power of attorney coupled with the Purchaser's interest will not be revoked by the dissolution of such Vendor Party or otherwise be revocable.

3. **Counterparts.** This Assignment may be executed in two or more counterparts by original signature or electronic copy thereof, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

4. **Successors and Assigns.** This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

5. **Further Assurances.** Each Vendor Party agrees to execute and deliver, or cause to be executed and delivered, when requested, any other documents reasonably requested by Purchaser in connection therewith, without further consideration to such Vendor Party and at such Vendor Party's cost, except only that the Purchaser will bear such Vendor Party's reasonable costs of any actions taken by such Vendor Party to cooperate with the Purchaser in order to enforce the Intellectual Property and that are requested by the Purchaser.

6. **Authorization.** Each Vendor Party hereby authorizes the Purchaser or its patent or trademark agents or attorneys to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

7. **Entire Agreement, Precedence.** This Assignment, together with the applicable provisions of the Purchase Agreement and the General Conveyance and Bill of Sale, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the law of British Columbia and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF, the Vendor Parties and the Purchaser execute this Agreement as of the Effective Date.

ELECTRAMECCANICA VEHICLES CORP.

DocuSigned by:
Per: Susan E Docherty
Name: Susan E Docherty
Title: Chief Executive Officer

EMV AUTOMOTIVE TECHNOLOGY (CHONGQING) INC.

DocuSigned by:
Per: Steven Sanders
Name: Steven Sanders
Title: Chairman

SOLO AUTOMOTIVE INC.

DocuSigned by:
Per: Jerry Kroll
Name: Jerry Kroll
Title: Director

Schedule A**SOLO INTELLECTUAL PROPERTY***Trademarks:*

Trademark	Country	Serial No.	Reg. No.	Owner	Status
ELECTRA MECCANICA SOLO	U.S.A.	86929825	6486423 9/14/2021	ElectraMeccanica Vehicles Corp.	Registered
ELECTRAMECCANICA	U.S.A.	90590182	6727917 5/24/2022	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA	U.S.A.	90590133	6727915 5/24/2022	ElectraMeccanica Vehicles Corp.	Registered
SOLO	U.S.A.	90591820	6644894 02/15/2022	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	China		19253349	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	Europe		15188733	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	Japan	2017-412	5871504	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	Canada	174552	TMA1030329	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	China		23341549	ElectraMeccanica Vehicles Corp.	Registered
ELECTRA MECCANICA SOLO	China		23341548	ElectraMeccanica Vehicles Corp.	Registered

ELECTRA MECCANICA SOLO	China		23341547	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA	Europe		17968854	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA	Japan	2018-129584	6120879	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 12 – priority)	China		34128724	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 25)	China		34128722	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 37)	China		34128720	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 21)	China		34128723	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 36)	China		34128721	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 39)	China		34128719	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 11)	China		34318342	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 12)	China		34318341	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 17)	China		34318340	ElectraMeccanica Vehicles Corp.	Registered

MECCANICA (Cl. 7)	China	34318344	68922056	ElectraMeccanica Vehicles Corp.	Registered
MECCANICA (Cl. 9)	China		34318343	ElectraMeccanica Vehicles Corp.	Registered

Patents:

Title	Country	Filing Date	App. No. / Patent No.	Owner
VEHICLE	European Community	03-Nov-2016	003 446 285-0001	ElectraMeccanica Vehicles Corp.
VEHICLE	U.S.A.	09-May-2016	817,228	ElectraMeccanica Vehicles Corp.
TENSIONER FOR A SUSPENSION SWING ARM	Canada	10-Mar-2017	3,017,025	ElectraMeccanica Vehicles Corp.
TENSIONER FOR A SUSPENSION SWING ARM	China	10-Mar-2017	ZL 2017 8 0015748.0	ElectraMeccanica Vehicles Corp.
TENSIONER FOR A SUSPENSION SWING ARM	Macau	10-Mar-2017	J/006417	ElectraMeccanica Vehicles Corp.
TENSIONER FOR A SUSPENSION SWING ARM	Japan	10-Mar-2017	7111618	ElectraMeccanica Vehicles Corp.
TENSIONER FOR A SUSPENSION SWINGARM	U.S.A.	10-Mar-2017	10,773,564	ElectraMeccanica Vehicles Corp.
MODULAR ROLLING CHASSIS FOR A VEHICLE	U.S.A.	19-May-2017	11,097,606	ElectraMeccanica Vehicles Corp.
BATTERY CARTRIDGE	U.S.A.	04-Jun-2018	D913,927	ElectraMeccanica Vehicles Corp.
STORAGE BOX	China	27-Aug-2019	201930466141.6	EMV Automotive Technology (Chongqing) Inc.
B COLUMN UPPER PLAQUE	China	27-Aug-2019	201930466133.1	EMV Automotive Technology (Chongqing) Inc.
LOWER PLAQUE OF COLUMN A	China	27-Aug-2019	201930466146.9	EMV Automotive Technology (Chongqing) Inc.
UPPER PLAQUE OF COLUMN A	China	27-Aug-2019	201930466143.5	EMV Automotive Technology (Chongqing) Inc.
B COLUMN UPPER PLAQUE	China	27-Aug-2019	201930466181.0	EMV Automotive Technology (Chongqing) Inc.
FRONT TURN LIGHT	China	16-Aug-2019	201930445844.0	EMV Automotive Technology (Chongqing) Inc.
INSTRUMENT DESK LOWER GUARD BOARD	China	19-Aug-2019	201930449503.0	EMV Automotive Technology (Chongqing) Inc.
INSTRUMENT DESK	China	19-Aug-2019	201930449627.9	EMV Automotive Technology (Chongqing) Inc.
THRESHOLD GUARD BOARD	China	20-Aug-2019	201930452205.7	EMV Automotive Technology (Chongqing) Inc.
INSTRUMENT PANEL	China	21-Aug-2019	201930454163.0	EMV Automotive Technology (Chongqing) Inc.
TRIANGLE COVER PLATE	China	21-Aug-2019	201930454160.7	EMV Automotive Technology (Chongqing) Inc.
REAR DOOR LOCK COVER	China	21-Aug-2019	201930454278.X	EMV Automotive Technology (Chongqing) Inc.
ELECTRIC CAR REAR MUDGUARD	China	21-Aug-2019	201930454614.0	EMV Automotive Technology (Chongqing) Inc.
VEHICLE DOOR GLASS	China	22-Aug-2019	201930457834.9	EMV Automotive Technology (Chongqing) Inc.
DOORSILL	China	22-Aug-2019	201930457968.0	EMV Automotive Technology (Chongqing) Inc.
FRONT WHEEL COVER LINER PLATE	China	23-Aug-2019	201930459834.2	EMV Automotive Technology (Chongqing) Inc.