

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI99908

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 4 | | |
| 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: | 6644894 | SOLO | |
| 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 | | |
| 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 |

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|-------------------------------|--------|-------------|----------|---------------------------------|------------|
| 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 |

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|-------------------|-------|----------|----------|---------------------------------|------------|
| 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. |