

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended & Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClearMotion, Inc.		04/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Franklin Strategic Series - Franklin Growth Opportunities Fund		
Street Address:	ONE FRANKLIN PARKWAY		
City:	SAN MATEO		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	STATUTORY TRUST: CALIFORNIA		
Name:	Franklin Templeton Investment Funds - Franklin US Opportunities Fund		
Street Address:	ONE FRANKLIN PARKWAY		
City:	SAN MATEO		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	SOCIÉTÉ D'INVESTISSEMENT À CAPITAL VARIABLE: LUXEMBOURG		
Name:	Franklin Strategic Series - Franklin Small Cap Growth Fund		
Street Address:	ONE FRANKLIN PARKWAY		
City:	SAN MATEO		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	STATUTORY TRUST: DELAWARE		
Name:	NewView Capital Fund I, LP		
Street Address:	1201 HOWARD AVENUE, SUITE 101		
City:	BURLINGAME		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Acadia Woods Partners, LLC		
Street Address:	77 BEDFORD ROAD		
City:	KATONAH		
State/Country:	NEW YORK		

CH \$65.00 6008221

Postal Code:	10536
Entity Type:	Limited Liability Company: DELAWARE
Name:	WiL Fund I, L.P.
Street Address:	102 UNIVERSITY AVENUE, 1A
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Limited Partnership: CAYMAN ISLANDS
Name:	Bridgestone Americas, Inc.
Street Address:	200 4th Avenue South
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37021
Entity Type:	Corporation: NEVADA
Name:	Microsoft Global Finance
Street Address:	One Microsoft Way
City:	REDMOND
State/Country:	WASHINGTON
Postal Code:	98052
Entity Type:	Corporation: IRELAND
Name:	FHW Limited Partnership
Street Address:	30776 Triple Farm Road
City:	EASTON
State/Country:	MARYLAND
Postal Code:	21601
Entity Type:	Limited Partnership: DELAWARE
Name:	TEW Limited Partnership
Street Address:	31 South Harrison Street
City:	EASTON
State/Country:	MARYLAND
Postal Code:	21601
Entity Type:	Limited Partnership: DELAWARE
Name:	The Private Shares Fund
Street Address:	1290 Howard Avenue Suite 311
City:	BURLINGAME
State/Country:	CALIFORNIA
Postal Code:	94010
Entity Type:	STATUTORY TRUST: DELAWARE
Name:	Brilliance Journey Limited

Street Address:	P.O. Box 71
City:	Road Town, Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Postal Code:	VG 1110
Entity Type:	BVI BUSINESS COMPANY: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6008221	GLIDE
Registration Number:	6008222	FLOW

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 414-268-7810

Email: SGuerra@mofo.com

Correspondent Name: Muzamil Huq

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 23448-000.001

NAME OF SUBMITTER: Muzamil Huq

SIGNATURE: /MHuq/

DATE SIGNED: 04/07/2022

Total Attachments: 15

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AMENDED & RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 5, 2022, amends and restates as of March 10, 2022 (the "Amendment Effective Date") the Trademark Security Agreement dated as of December 21, 2021 and is made by and among CLEARMOTION, INC., a Delaware corporation (the "Grantor"), in favor of the Collateral Agent described below for the ratable benefit of the persons and entities listed on the schedule of secured parties attached hereto as **Schedule I** (the "Secured Parties").

WHEREAS, Grantor, Collateral Agent and the Secured Parties are parties to that Secured Note and Warrant Purchase Agreement, dated as of December 21, 2021 and amended as of March 1, 2022 and March 10, 2022 (as so amended and as the same may be further amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the "Purchase Agreement").

WHEREAS, Grantor, Collateral Agent and the Secured Parties are parties to that certain Security Agreement, dated as of December 21, 2021 and amended as of March 1, 2022 and March 10, 2022 (as so amended and as the same may be further amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the "Security Agreement"), by and among the Grantor, the Collateral Agent and the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks and other intellectual property of the Grantor, pursuant to that certain Trademark Security Agreement, dated as of December 21, 2021 (the "Original Agreement"), submitted for recording to the United States Patent and Trademark Office ("USPTO") on March 4, 2022.

WHEREAS, each of ClearMotion, the Collateral Agent and the Secured Parties desire to amend and restate the Original Agreement to (i) reflect an updated Schedule I reflecting additional parties to be included on the list of Secured Parties and (ii) reaffirm the security interest previously granted under the Original Agreement securing the obligations of ClearMotion to the Secured Parties.

Accordingly, the parties hereto agree as follows, in each case with effect from and after the Amendment Effective Date:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Purchase Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement or the Security Agreement, as applicable.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral Agent" has the meaning set forth in the Security Agreement.

"Requisite Secured Parties" has the meaning set forth in the Security Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademark Security Agreement" has the meaning set forth in Section 5.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in Section 5.11 of the Purchase Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (as defined in the Security Agreement) (collectively, the "**Trademark Collateral**"):

(i) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in **Schedule II** hereto;

(ii) all renewals and extensions thereof; and

(iii) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith; and

(iv) and (iv) all products, proceeds and supporting obligations of any and all of the foregoing

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3 Supplement to Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Documents, the terms and provisions of the Documents shall control. The Grantor acknowledges that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Documents, upon the reasonable request of the Collateral Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute and file

all such additional documents and instruments in connection with this Agreement as the Collateral Agent in its reasonable discretion may deem necessary or advisable to enable the Collateral Agent on behalf of the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. The Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Secured Parties' Duties. Notwithstanding any provision contained in this Agreement, neither the Secured Parties nor their Collateral Agent shall have any duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Secured Parties hereunder, the Secured Parties shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate upon the termination of the Security Agreement and in accordance with the terms of the Security Agreement or the Purchase Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Collateral Agent or any Secured Party in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by the Requisite Secured Parties.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

SECTION 9 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Requisite Secured Parties.

SECTION 10 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN DELAWARE.**

SECTION 11 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Collateral Agent, the Requisite Secured Parties and (in the case of any amendment) the Grantor, *provided* that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Secured Party without the written consent of such Secured Party, unless such amendment, modification, termination, or waiver applies to all Secured Parties in the same fashion.

SECTION 12 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements

of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 13 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

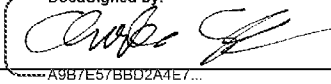
SECTION 14 Effect of Amendment and Restatement. This Agreement amends and restates the Original Agreement but does not constitute and, is not intended to create, a novation or accord and satisfaction. All security interests and other liens granted or conveyed with respect to the Trademark Collateral (as defined in the Original Agreement) pursuant to the Original Agreement shall continue in full force and effect and shall constitute the Trademark Collateral hereunder, and nothing in this Agreement shall be construed to constitute a termination, release or extinguishment of any lien in favor of the Collateral Agent that was in effect immediately prior to the Amendment Effective Date. Each Secured Party acknowledges and agrees that the Trademark Collateral hereunder shall be held by the Collateral Agent for the ratable benefit of all Secured Parties (as set forth in this Agreement) on a pari-passu basis notwithstanding the prior grant of liens in favor of the Collateral Agent under the Existing Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

GRANTOR:

CLEARMOTION, INC.

By: _____
DocuSigned by:

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Name: Christian Steinmann

Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

COLLATERAL AGENT:

ACADIA WOODS PARTNERS, LLC

By:  _____
Name: Jeffrey Samberg
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

NewView Capital Fund I, L.P.

By: NewView Capital Partners I, LLC, its general Partner

DocuSigned by:

Prashant Gangwal

By: _____

Name: Prashant Gangwal

Title: CFO

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

ACADIA WOODS PARTNERS, LLC

By: _____

DocuSigned by:
Jeffrey Samberg

Name: Jeffrey Samberg

Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

WiL FUND I, L.P.

Its General partner

WiL GP I, L.P.,
a Cayman Islands exempted limited partnership

By: WiL Management I Ltd.,
a Cayman Islands exempted company

Title: General Partner

By: 

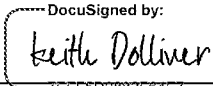
Name: Gen Isayama

Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

MICROSOFT GLOBAL FINANCE

By:  _____
Name: Keith Dolliver
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

THE PRIVATE SHARES FUND

By: _____

Name: Kevin Moss

Title: President

DocuSigned by:

Kevin Moss

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Amendment Effective Date.

SECURED PARTY:

BRILLIANCE JOURNEY LIMITED

By:  _____

Name: MAO Wei

Title: Director

Signature Page to ClearMotion, Inc.
A&R Trademark Security Agreement

sf-4770301

TRADEMARK
REEL: 007684 FRAME: 0214

SCHEDULE I

Secured Parties
Franklin Strategic Series – Franklin Growth Opportunities Fund
Franklin Strategic Series – Franklin Small Cap Growth Fund
Franklin Templeton Investment Funds – Franklin U.S. Opportunities Fund
NewView Capital Fund I, LP
Acadia Woods Partners, LLC
WiL Fund I, L.P.
Bridgestone Americas, Inc.
Microsoft Global Finance
FHW Limited Partnership
TEW Limited Partnership
The Private Shares Fund
Brilliance Journey Limited

SCHEDULE II

Trademarks of the Grantor

See Annex B.

ANNEX B

ClearMotion, Inc. Trademark Portfolio

Mark	Country	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date
CLEARMOTION	Canada	Registered	07 Int., 09 Int., 12 Int.	1908505	10-Jul-18	TMA1095126	8-Mar-21
CLEARMOTION	China	Published	12 Int.	22801265	13-Feb-17		
CLEARMOTION	China	Registered	12 Int.	31295996	31-May-18	31295996	7-Apr-19
CLEARMOTION	China	Registered	09 Int.	31295997	31-May-18	31295997	7-Mar-19
CLEARMOTION	China	Registered	07 Int.	31295998	31-May-18	31295998	7-Mar-19
ROADMOTION	China	Pending	09 Int.	1562963	30-Sep-20		
ROADMOTION	China	Pending	09 Int.	55893626	8-May-21		
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	12 Int.	34171386	22-Oct-18	34171386	21-Jun-19
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	09 Int.	34171387	22-Oct-18	34171387	21-Jun-19
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	07 Int.	34171388	22-Oct-18	34171388	21-Jun-19
CLEARMOTION	EU	Registered	07 Int., 09 Int., 12 Int.	016273534	20-Jan-17	016273534	19-Jul-17
ROADMOTION	EU	Registered	09 Int.	1562963	30-Sep-20	1562963	30-Sep-20
ROADMOTION	Int'l Registration - Madrid Protocol Only	Registered	09 Int.	A0100769	30-Sep-20	1562963	30-Sep-20
CLEARMOTION	Japan	Registered	07 Int., 09 Int., 12 Int.	2018-085867	2-Jul-18	6169548	9-Aug-19
CLEARMOTION	Korea	Registered	07 Int., 09 Int., 12 Int.	40-2018-0112036	13-Aug-18	40-1575798	17-Feb-20
CLEARMOTION	UK	Registered	07 Int., 09 Int., 12 Int.	016273534	20-Jan-17	9016273534	19-Jul-17
ROADMOTION	UK	Pending	09 Int.	1562963	30-Sep-20		
GENSHOCK	USA	Allowed	12 Int.	88/869839	13-Apr-20		
CLEARMOTION	USA	Allowed	07 Int., 09 Int., 12 Int.	87/110270	20-Jul-16		
CLEARMOTION	USA	Allowed	07 Int., 09 Int., 12 Int.	90/075623	27-Jul-20		
GUIDE	USA	Registered	09 Int.	87/118136	27-Jul-16	6008221	10-Mar-20
FLOW	USA	Registered	09 Int.	87/118166	27-Jul-16	6008222	10-Mar-20
ROADMOTION	USA	Allowed	09 Int.	88/869856	13-Apr-20		
ACTIVALIVE	USA	Allowed	07 Int.	90/075657	27-Jul-20		