

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI17462

| | | | |
|---|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Battle Motors, Inc. | | 02/06/2024 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Gamstar (US) VII Pte. Ltd. | | |
| Street Address: | 168 Robinson Road #37-01 | | |
| Internal Address: | Capital Tower | | |
| City: | Singapore | | |
| State/Country: | SINGAPORE | | |
| Postal Code: | 068912 | | |
| Entity Type: | Private Limited Company: SINGAPORE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6612027 | CCC | |
| Serial Number: | 90813756 | BATTLE TRUCKS | |
| Serial Number: | 97244606 | | |
| Serial Number: | 97667604 | REVOS | |
| Serial Number: | 90818581 | REVOLUTIONOS | |
| Serial Number: | 90818579 | REVOLUTIONOS | |
| Serial Number: | 90632350 | BATTLE READY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622272 | | |
| Email: | carrie.rosenburg@kirkland.com | | |
| Correspondent Name: | Carrie Rosenburg | | |
| Address Line 1: | Kirkland and Ellis | | |
| Address Line 2: | 300 N LaSalle | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 26176-181 | | |
| NAME OF SUBMITTER: | Carrie Rosenburg | | |

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| | |
|---|------------------|
| SIGNATURE: | Carrie Rosenberg |
| DATE SIGNED: | 02/09/2024 |
| Total Attachments: 6 source=Battle Motors - Trademark Security Agreement (Executed)#page1.tif source=Battle Motors - Trademark Security Agreement (Executed)#page2.tif source=Battle Motors - Trademark Security Agreement (Executed)#page3.tif source=Battle Motors - Trademark Security Agreement (Executed)#page4.tif source=Battle Motors - Trademark Security Agreement (Executed)#page5.tif source=Battle Motors - Trademark Security Agreement (Executed)#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of February, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Gamstar (US) VII Pte. Ltd., as the secured party (in such capacity, together with its successors and assigns in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of July 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among BATTLE MOTORS, INC., a Delaware corporation (the "Issuer") and each of the purchasers listed on Exhibit A thereto (the "Purchasers"), the Issuer has made and issued to the Purchasers the Amended and Restated Convertible Promissory Note, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Note");

WHEREAS, the Purchasers have agreed to purchase the Note from the Issuers, pursuant to the terms and conditions of the Note Purchase Agreement;

WHEREAS, the Purchasers are willing to make purchase the Note from the Issuer as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party that certain Guaranty and Security Agreement, dated as of February 6, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

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:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party or the Holder, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of the Holder, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by e-mail or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by e-mail or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO SECURED PARTY PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY SECURED PARTY WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BATTLE MOTORS, INC.

DocuSigned by:
By: Michael Patterson
Name: Michael Patterson
Title: CEO

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

GAMSTAR (US) VII PTE. LTD.

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008341 FRAME: 0622

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

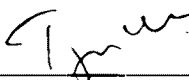
BATTLE MOTORS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

GAMSTAR (US) VII PTE. LTD.

By:  _____
Name: Liew Tzu Mi
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|---------------------|----------------|------------------------------|--|---------------------|
| Battle Motors, Inc. | United States | Design Logo - CCC | 6612027 | 1/11/2022 |
| Battle Motors, Inc. | United States | Battle Trucks | 90813756 | 7/6/2021 |
| Battle Motors, Inc. | United States | Design Logo - Battle Axes | 97244606 | 1/28/2022 |
| Battle Motors, Inc. | United States | REVOS | 97667604 | 11/8/2022 |
| Battle Motors, Inc. | United States | RevolutionOS (Class 42) | 90818581 | 7/8/2021 |
| Battle Motors, Inc. | United States | RevolutionOS (Class 9) | 90818579 | 7/8/2021 |
| Battle Motors, Inc. | United States | Battle Ready | 90632350 | 4/8/2021 |