

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5394304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLOUDCAR, INC.	02/26/2019
RECEIVING PARTY DATA	
Name:	JAGUAR LAND ROVER LIMITED
Street Address:	C/O JAGUAR LAND ROVER NORTH AMERICA, 100 JAGUAR LAND ROVER WAY
City:	MAHWAH
State/Country:	NEW JERSEY
Postal Code:	07495
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	9571659
Patent Number:	9410813
Patent Number:	9398116
Patent Number:	9386136
Patent Number:	9233655
Patent Number:	9232069
Patent Number:	9230438
Patent Number:	9207093
Patent Number:	9137622
Patent Number:	9057624
Patent Number:	9031710
Patent Number:	9002567
Patent Number:	8898002
Patent Number:	8733939
Patent Number:	D734270
Patent Number:	D716345
Application Number:	15042099
Application Number:	15042096
CORRESPONDENCE DATA	
PATENT	

Fax Number: (213)443-2926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	50WK-273234
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NAME OF SUBMITTER:	JULIE CRAVITZ
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SIGNATURE:	/julie cravitz/
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DATE SIGNED:	02/26/2019
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Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(PATENTS)**

CLOUDCAR, INC.

THIS GRANT OF SECURITY INTEREST (PATENTS) (this “*IP Grant*”) is dated as of February 26, 2019, and is entered into by **CLOUDCAR, INC.**, a Delaware corporation (“*Assignor*”), in favor of **JAGUAR LAND ROVER LIMITED** (“*Assignee*”).

WHEREAS, Assignor and Assignee, as the sole initial investor, have entered into that Senior Secured Note Purchase Agreement dated as of February 26, 2019 (as amended, restated or otherwise modified from time to time, the “*Note Purchase Agreement*”), pursuant to which Assignor has agreed to sell and issue to Assignee, and Assignee has agreed to purchase from Assignor, Senior Secured Convertible Promissory Notes (as the same may be amended, extended, renewed, restated or otherwise modified from time to time after the date hereof, the “*Convertible Notes*”), in the original principal amount of up to Four Million Five Hundred Thousand United States Dollars (US\$4,500,000), on the terms and subject to the conditions set forth in the Note Purchase Agreement and the Convertible Notes issued pursuant thereto.

WHEREAS, in order to secure Assignor’s Secured Obligations to Assignee under and evidenced by the Convertible Notes (as amended, modified, extended, replaced or restated from time to time) and the related Collateral Documents, Assignor has entered into that Security Agreement dated as of February 26, 2019 (as amended, modified, supplemented or restated from time to time, the “*Security Agreement*”), in favor of Assignee, pursuant to which, among other things, Assignor has granted to Assignee a security interest in all Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the “*Collateral*” (as defined in the Security Agreement).

WHEREAS, Assignor is willing to extend the credit evidenced by the Convertible Notes to Assignee, but only upon the condition, among others, that Assignor grant a security interest in and assign for security purposes (and not as an absolute assignment) to Assignee, all of Assignor’s right, title and interest in and to all Patents (as defined and described below) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor hereby agrees as follows:

1. As security for the full, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and hereby grants to Assignee, a security interest in and to all of Assignor’s rights, title and interests in, to and under all Patents (as defined in the Security Agreement), including, without limitation, each registered patent and each application for the registration of a patent listed on *Schedule A* hereto, including, without limitation, all reissues, continuations, continuations-in-part and renewals thereof.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Patents and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Patents) to be duly executed as of the date first written above.

ASSIGNOR:

CLOUDCAR, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

JAGUAR LAND ROVER LIMITED

By: Hanno Kirner
Name: Hanno Kirner
Title: Executive Director

SCHEDULE A

U.S. PATENTS AND PENDING U.S. PATENTS
 RECORD OWNER: CLOUDCAR, INC.

Title	Recorded Owner	Application No.	Filing Date	Pub. No./ Registration No.	Pub. Date/ Registration Date
Teleconference Calls Based on Calendar Events	CloudCar, Inc.	14/987,069	01/04/2016	2016/0119482 A1 US 9,571,659	04/28/2016 02/14/2017
Course-Based Place Searching	CloudCar, Inc.	14/667,156	03/24/2015	2015/0192421 A1 US 9,410,813	07/09/2015 08/09/2016
Caching Model for In-Vehicle Infotainment Systems with Unreliable Data Connections	CloudCar, Inc.	14/138,097	12/22/2013	2015/0181417 A1 US 9,398,116	06/25/2015 07/19/2016
Automatic Device Initialization and Pairing	CloudCar, Inc.	13/735,914	01/07/2013	2014/0194056 A1 US 9,386,136	07/10/2014 07/05/2016
Cloud-Based Vehicle Information and Control System	CloudCar, Inc.	14/708,221	05/09/2015	2015/0239408 A1 US 9,233,655	08/27/2015 01/12/2016
Teleconference Calls Based on Calendar Events	CloudCar, Inc.	13/975,734	08/26/2013	2015/0056970 A1 US 9,232,069	02/26/2015 01/05/2016
Vehicle Location and Activity Sharing	CloudCar, Inc.	13/735,880	01/07/2013	2014/0191886 A1 US 9,230,438	07/10/2014 01/05/2016
Navigation Based on Calendar Events	CloudCar, Inc.	13/735,893	01/07/2013	2014/0195469 A1 US 9,207,093	07/10/2014 12/08/2015
Enforcement of Regulatory Guidelines Associated with a Drive Mode of a Vehicle	CloudCar, Inc.	13/664,226	10/30/2012	2014/0120890 A1 US 9,137,622	05/01/2014 09/15/2015
Upgradeable Multimedia Module Connector	CloudCar, Inc.	D/460,913	07/16/2013	<i>n.a. design patent</i> US D734,270	<i>n.a. (design patent)</i> 07/14/2015
System and Method for Vehicle Navigation with Multiple Abstraction Layers	CloudCar, Inc.	13/730,912	12/29/2012	2014/0188388 A1 US 9,057,624	07/03/2014 06/16/2015

Title	Recorded Owner	Application No.	Filing Date	Pub. No./ Registration No.	Pub. Date/ Registration Date
Cloud-Based Vehicle Information and Control System	CloudCar, Inc.	13/671,455	11/07/2012	2014/0129047 A1 US 9,031,710	05/08/2014 05/12/2015
Course-Based Place Searching	CloudCar, Inc.	13/735,902	01/07/2013	2014/0195153 A1 US 9,002,567	07/10/2014 04/07/2015
Geographical Aggregation from Multiple Sources	CloudCar, Inc.	13/686,894	11/27/2012	2014/0149032 A1 US 8,898,002	05/29/2014 11/25/2014
Display Screen or a Portion Thereof with Graphical User Interface	CloudCar, Inc.	D/441,571	01/07/2013	<i>n.a. (design patent)</i> US D716,345	<i>n.a. (design patent)</i> 10/28/2014
Vehicle Content Projection	CloudCar, Inc.	13/559,020	07/26/2012	2014/0028980 A1 US 8,733,939	01/30/2014 05/27/2014
System and Method for Efficient Order Fulfillment Using Real-Time Location Data (<i>pending prosecution</i>)	CloudCar, Inc.	15/042,099	02/11/2016	2016/0239903 A1 <i>Status pending</i>	08/18/2016 <i>Status pending</i>
System and Method for Validation of Auto Insurance Through a Driver's Mobile Device (<i>pending prosecution</i>)	CloudCar, Inc.	15/042,096	02/11/2016	2016/0239849 A1 <i>Status pending</i>	08/18/2016 <i>Status pending</i>