

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7199653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STREETCAR ORV, LLC	02/28/2022
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	188 NORTH OLD WOODWARD AVENUE
Internal Address:	2ND FLOOR, MC5300, ATTN: JASON G. BOESON
City:	BIRMINGHAM
State/Country:	MICHIGAN
Postal Code:	48009
PROPERTY NUMBERS Total: 46	
Property Type	Number
Patent Number:	D642502
Patent Number:	D633024
Patent Number:	D692812
Patent Number:	D683281
Patent Number:	D697842
Patent Number:	D744388
Patent Number:	8690033
Patent Number:	9802659
Patent Number:	D680554
Patent Number:	D705154
Patent Number:	D744387
Patent Number:	D744386
Patent Number:	D744385
Patent Number:	D744384
Patent Number:	D752109
Patent Number:	D751487
Patent Number:	D725017
Patent Number:	D775021
Patent Number:	D824317

Property Type	Number
Patent Number:	D856878
Patent Number:	D857571
Patent Number:	D876998
Patent Number:	D865585
Patent Number:	D838646
Patent Number:	D857575
Patent Number:	D863171
Patent Number:	D857576
Patent Number:	D858395
Patent Number:	D860088
Patent Number:	D857583
Patent Number:	D838745
Patent Number:	D865586
Patent Number:	D866440
Patent Number:	D908562
Patent Number:	D908561
Patent Number:	D902797
Patent Number:	D877014
Patent Number:	D882835
Patent Number:	D887921
Patent Number:	D896278
Patent Number:	D889328
Patent Number:	D889345
Patent Number:	D917371
Patent Number:	D917370
Patent Number:	D918103
Application Number:	29711925

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC

Address Line 1: 201 S. DIVISION STREET, SUITE 400

Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/

DATE SIGNED:	03/01/2022
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Total Attachments: 8

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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of February 28, 2022, between the undersigned ("Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2022 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and between Debtor and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Debtor, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of February 28, 2022, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on ***Schedule 1.1*** hereto and made a part hereof ("Patent Licenses"), subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on ***Schedule 1.1*** attached hereto and made a part hereof (the “Patents”), and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent Licenses referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

provided, however, that “Patent Collateral” shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the “Restricted Assets”), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall be continue to be deemed to be “Patent Collateral”, and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being acquired or entered into or arising after the date hereof, the Debtor shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Secured Party and upon Secured Party’s request) necessary to allow such Restricted Asset to constitute Patent Collateral hereunder if the failure of the Debtor to assign to or grant a Lien in such Restricted Asset to Secured Party would have a Material Adverse Effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and, if requested by the Secured Party in the exercise of its reasonable credit judgment, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement or is otherwise consented to by the Secured Party and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

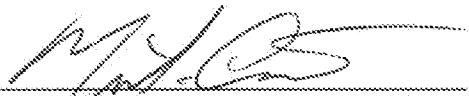
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

STREETCAR ORV, LLC, a Michigan limited liability company

By: StreetCar Management, LLC

Its: Co-Manager

By: 

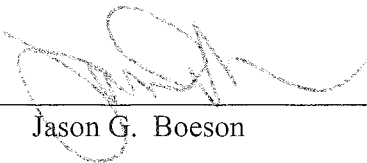
Name: Michael A. Collins

Title: Manager

[Signature Page to Agreement (Patent) (18276924)]

SECURED PARTY:

COMERICA BANK

By: 
Jason G. Boeson

Its: Vice President

[Signature Page to Agreement (Patent) (18276924)]

SCHEDULE 1.1 TO AGREEMENT (PATENT)

LICENSE AGREEMENTS

Letter Agreement dated January 1, 2007 between American Expedition Vehicles, Inc., as licensor, and Debtor, as licensee.

PATENT COLLATERAL

<u>Loan Party/Owner</u>	<u>Title of Patents</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
StreetCar ORV, LLC	REAR BUMPER	USA	29/378964	11/12/2010	D642502	8/2/2011	Issued
	TIRE CARRIER	USA	29/380412	12/3/2010	D633024	2/22/2011	Issued
	HOOD	USA	29/405800	11/7/2011	D692812	11/5/2013	Issued
	BUMPER	USA	29/405799	11/7/2011	D683281	5/28/2013	Issued
	BUMPER GUARD	USA	29/447240	3/1/2013	D697842	1/21/2014	Issued
	BUMPER	USA	29/477358	12/20/2013	D744388	12/1/2015	Issued
	A TANK ASSEMBLY FOR ATTACHMENT TO A TIRE CARRIER	USA	13/068873	7/29/2011	8690033	04/08/2014	Issued
	Spare Tire Carrier With Fuel Tank	USA	14/815663	7/31/2015	9802659	10/31/2017	Issued
	SNORKEL	USA	29/418862	4/23/2012	D680554	4/23/2013	Issued
	WHEEL	USA	29/471263	10/30/2013	D705154	5/20/2014	Issued
	BUMPER	USA	29/471680	11/4/2013	D744387	12/1/2015	Issued
	BUMPER AND WHEEL FLARES	USA	29/471679	11/4/2013	D744386	12/1/2015	Issued
	WHEEL FLARE	USA	29/471676	11/4/2013	D744385	12/1/2015	Issued
	BUMPER	USA	29/471671	11/4/2013	D744384	12/1/2015	Issued
	SNORKEL	USA	29/496061	7/9/2014	D752109	3/22/2016	Issued

<u>Loan Party/Owner</u>	<u>Title of Patents</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
	WHEEL	USA	29/501166	9/2/2014	D751487	3/15/2016	Issued
	WHEEL	USA	29/501168	9/2/2014	D725017	3/24/2015	Issued
	HOOD	USA	29/544334	11/2/2015	D775021	12/27/2016	Issued
	WHEEL	USA	29/583049	11/1/2016	D824317	7/31/2018	Issued
	WHEEL FLARE	USA	29/623134	10/23/2017	D856878	8/20/2019	Issued
	WHEEL FLARE	USA	29/623135	10/23/2017	D857571	8/27/2019	Issued
	FRONT BUMPER	USA	29/624350	10/31/2017	D876,998	03/03/2020	Issued
	REAR BUMPER	USA	29/624346	10/31/2017	D865,585	10/05/2019	Issued
	WHEEL	USA	29/611970	7/27/2017	D838646	1/22/2019	Issued
	VEHICLE SKID PLATE	USA	29/624337	10/31/2017	D857575	8/27/2019	Issued
	VEHICLE SKID PLATE	USA	29/623136	10/23/2017	D863,171	10/15/2019	Issued
	VEHICLE SKID PLATE	USA	29/624340	10/31/2017	D857576	8/27/2019	Issued
	VEHICLE SKID PLATE	USA	29/624334	10/31/2017	D858395	9/3/2019	Issued
	VEHICLE SKID PLATE	USA	29/624207	10/31/2017	D860088	9/17/2019	Issued
	WHEEL	USA	29/624146	10/30/2017	D857583	8/27/2019	Issued
	SNORKEL	USA	29/624208	10/31/2017	D838,745	1/22/2019	Issued
	REAR BUMPER	USA	29/624424	10/31/2017	D865,586	11/05/2019	Issued
	WHEEL	USA	29/668346	10/30/2018	D866,440	11/12/2019	Issued
	FRONT BUMPER	USA	29/668485	10/30/2018	D908,562	01/26/2021	Issued
	FRONT BUMPER	USA	29/668483	10/30/2018	D908,561	01/26/2021	Issued

<u>Loan Party/Owner</u>	<u>Title of Patents</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
	FRONT BUMPER	USA	29/668469	10/30/2018	D902,797	11/24/2020	Issued
	FRONT SKID PLATE	USA	29/668328	10/30/2018	D877,014	03/03/2020	Issued
	DRIVING LIGHT	USA	29/668467	10/30/2018	D882,835	04/28/2020	Issued
	VEHICLE REAR BUMPER	USA	29/668325	10/30/2018	D887,921	06/23/2020	Issued
	SNORKEL	USA	29/668327	10/30/2018	D896,278	09/15/2020	Issued
	CENTER BUMPER	USA	29/668410	10/30/2018	D889,328	07/07/2020	Issued
	WINCH BEZEL	USA	29/668411	10/30/2018	D889,345	07/07/2020	Issued
	BRACKET	USA	29/712081	11/5/2019	D917371	4/27/2021	Issued
	BRACKET	USA	29/712058	11/5/2019	D917370	4/27/2021	Issued
	REAR BUMPER	USA	29/711914	11/4/2019	D918103	5/4/2021	Issued
	WHEEL	USA	29/711925	11/4/2019	-	-	Pending