

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7688510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GETAROUND OPERATIONS LLC (FORMERLY KNOWN AS GETAROUND, INC.)	12/08/2022
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVE
City:	SAINT PAUL
State/Country:	MINNESOTA
Postal Code:	55107
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	11042816
Application Number:	17322669
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<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:	9498527792
Email:	ipprosecution@orrick.com, vsantos@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1:	2050 MAIN STREET, SUITE 1100
Address Line 4:	IRVINE, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	23397/33
NAME OF SUBMITTER:	VICTOR SANTOS
SIGNATURE:	/Victor Santos/
DATE SIGNED:	12/12/2022
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of December 8, 2022, between the signatory hereto (the "Grantor") in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of December 8, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Security Agreement), by and among the Grantor, the other Grantors from time to time party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or

claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(d) and all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property, or in the case of trademarks, unfair competition regarding the same.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and no Grantor shall be deemed to have granted a Lien in, any "intent-to-use" application for registration of a trademark filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Indenture, the provisions of the Security Agreement or the Indenture shall govern.

SECTION 6. Concerning the Collateral Agent. This Agreement has been accepted, executed and delivered by U.S. Bank Trust Company, National Association, in its capacity as Collateral Agent under and pursuant to the terms of the Indenture. The Collateral Agent shall be entitled to all rights, privileges, immunities and protections set forth in the Indenture with respect to the Trustee and the Collateral Agent in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GETAROUND OPERATIONS LLC (formerly known as Getaround, Inc.), as Grantor

By: 
Name: Spencer Jackson
Title: General Counsel & Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GETAROUND OPERATIONS LLC (formerly known
as Getaround, Inc.), as Grantor

By: _____
Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent

By:  _____
Name: Benjamin J. Krugger
Title: Vice President

SCHEDULE 1

US Trademarks and Trademark Applications

Serial Number	Reg. Number	Word Mark	Status	Owner
88472767		G	Pending	Getaround, Inc.
88472752		GETAROUND	Pending	Getaround, Inc.
86441292	4829184	CONNECT	Registered	Getaround, Inc.
86441341	5638171	GETAROUND CONNECT	Registered	Getaround, Inc.
85981582	4646038	GETAROUND	Registered	Getaround, Inc.

[Intellectual Property Security Agreement]

SCHEDULE 2

US Patents and Patent Applications

Application Number	Grant No.	Title	Status	Owner
US12/914839	11042816	Vehicle access control services and platform	Granted	GETAROUND, INC.
US17/322669		Vehicle access control services and platform	Pending	GETAROUND, INC.

[Intellectual Property Security Agreement]