

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8036390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NEXT.E.GO MOBILE SE	06/30/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ECHO IP SERIES 1 LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	111 S. PINEAPPLE AVENUE	
<b>City:</b>	SARASOTA	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	34236	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	11518324
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)341-7701	
<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>		
<b>Phone:</b>	16173417721	
<b>Email:</b>	michelle.bramwell@morganlewis.com	
<b>Correspondent Name:</b>	MICHELLE L BRAMWELL	
<b>Address Line 1:</b>	ONE FEDERAL STREET	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110	
<b>ATTORNEY DOCKET NUMBER:</b>	136023-0002	
<b>NAME OF SUBMITTER:</b>	MICHELLE BRAMWELL	
<b>SIGNATURE:</b>	/Michelle Bramwell/	
<b>DATE SIGNED:</b>	06/30/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 10</b>		
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2023, is made by and between Next.e.GO Mobile SE, a European company (*Societas Europaea*) existing under the laws of the European Union and the Federal Republic of Germany with registered seat in Aachen (the "Grantor"), and Echo IP Series 1 LLC, a Delaware limited liability company, as collateral agent (in such capacity together with its permitted successors and assigns, the "Collateral Agent").

## WITNESSETH:

WHEREAS, the Grantor is the owner of the U.S. IP Collateral (as defined below), which includes certain U.S. patents, copyrights, trademarks, domain names, and Trade Secrets as described in Exhibit A hereto which is made a part hereof;

WHEREAS, the Grantor is party to that certain Note Purchase and Guaranty Agreement, dated as of even date herewith (as the same now exists or may hereafter be amended, restated, amended and restated, supplemented, extended, renewed, replaced, and/or otherwise modified from time to time, the "Note Purchase Agreement"; all capitalized terms used herein and not otherwise defined herein shall have the respective meaning ascribed to them in the Note Purchase Agreement) by and among the Grantor, the Guarantors party thereto, the Collateral Agent, UMB Bank, National Association, as note administrative agent, and the note purchasers from time to time party thereto (the "Note Purchasers"), pursuant to which the Issuer has agreed to sell, and the Note Purchasers have agreed to purchase, the Notes; and

WHEREAS, in order to induce the Note Purchasers to enter into the Note Purchase Agreement and to purchase the Notes pursuant thereto, the Grantor has agreed to grant to Collateral Agent, for itself and the benefit of the Note Purchasers and each other Secured Party, a security interest in the U.S. IP Collateral.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF SECURITY INTEREST

To secure the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for itself and the benefit of the Note Purchasers and each other Secured Party, a continuing security interest in all of its right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising (the following being collectively referred to herein as the "U.S. IP Collateral"):

(a) (i) all of the Grantor's trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordations with respect to the foregoing, in each case, arising under the laws of the United States or, with respect to domain names, that include a designation specific to the United States (e.g., ".com") and no other designations specific to any jurisdiction outside the United States, or as may at any time be filed

in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof or any political subdivision thereof; and (ii) all renewals thereof (all of the foregoing in this clause (a) being collectively referred to herein as the “Trademarks”);

(b) (i) all of the Grantor’s patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordations relating to the foregoing, in each case arising under the laws of the United States, or as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency of the United States any State thereof or any political subdivision thereof; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing in this clause (b) being collectively referred to herein as the “Patents”);

(c) (i) all of the Grantor’s copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordations relating to the foregoing, in each case, arising under the laws of the United States, or as may at any time be filed in the United States Copyright Office, or in any similar office or agency of the United States, any State thereof or any political subdivision thereof; and (ii) all renewals of any of the foregoing (all of the foregoing in this clause (c) being collectively referred to herein as the “Copyrights”);

(d) all of the Grantor’s Trade Secrets including, but not limited to, those connected with the use of, or related to, any of the foregoing in subsections (a) through (c), including, without limitation, all formulas, standard operating procedures, process descriptions, mechanical designs and electrical designs, proprietary information, data, business processes and systems, customer lists and also including, but not limited to, all computer software, algorithms and/or source code, databases and information repositories, which shall include all data and information therein, in each case, solely to the extent arising under the Laws of the United States (all of the foregoing in this clause (d) being collectively referred to herein as the “Trade Secret Collateral”);

(e) all written agreements providing for the grant to the Grantor of any right arising exclusively under the laws of the United States in or to the Trademarks, Patents, Copyrights and Trade Secret Collateral and all rights of payment of money on such contract rights, all goodwill, litigation claims (whether now existing or hereafter arising), claim proceeds and all supporting obligations, deposit accounts that include revenues generated from fees, accounts receivable, income, fees, royalties, product sales and other revenues, and all security agreements, in each case, that are exclusively related, and solely to the extent allocable, to the Trademarks, Patents, Copyrights or Trade Secret Collateral;

(f) the right to sue for past, present and future infringements or misappropriations of the Grantor’s rights described in the foregoing clauses (a) through (d);

(g) any and all proceeds of any of the property described in the foregoing clauses (a) through (f), including damages and payments or claims by the Grantor against third parties for past or future misappropriation or infringement of any of the U.S. IP Collateral.

Notwithstanding anything to the contrary in this Agreement or any Other Documents, all references to “U.S. IP Collateral” and “Trademarks” exclude any intent-to-use (or similar) application for the registration of any trademark or service mark pursuant to Section 1(b) of the

Lanham Act prior to the filing with, and acceptance by, the United States Patent and Trademark Office (or applicable Governmental Body) of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent that, and solely during the period in which, the grant of a security interest in such application may impair the validity or enforceability of, or render void or voidable, or result in the cancellation or voiding of, such intent-to-use application (or any trademark or service mark registration resulting therefrom) under Applicable Law. For clarity, the U.S. IP Collateral does not include, and no security interest is granted on, any rights arising under any Laws other than the Laws of the United States, or a State or political subdivision thereof.

To the extent the Grantor acquires any of the foregoing after the date hereof and prior to Payment in Full, the same shall constitute "U.S. IP Collateral" for all purposes and shall be subject to the security interest set forth herein.

## 2. OBLIGATIONS SECURED

The security interest in the U.S. IP Collateral granted by the Grantor to the Collateral Agent, for itself and the benefit of the Note Purchasers and the other Secured Parties, pursuant to this Agreement and the terms of the Note Purchase Agreement shall secure the payment and performance of the Obligations.

## 3. PERFECTION

The Grantor shall, at the Grantor's expense, promptly perform all acts and execute all documents necessary to evidence, perfect, maintain, record or enforce the security interest in the U.S. IP Collateral granted hereunder. The Collateral Agent is hereby authorized to file (to the extent that the Grantor has not already made such filings) this Agreement, or supplements or amendments thereto, executed by the Grantor with the United States Patent and Trademark Office or the United States Copyright Office, or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, as applicable, and one or more Uniform Commercial Code financing statements (or similar documents) with respect to the U.S. IP Collateral.

## 4. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, the Collateral Agent shall have the rights and remedies that may be exercised pursuant to Section 11 of the Note Purchase Agreement.

## 5. INCORPORATION OF NOTE PURCHASE AND GUARANTY AGREEMENT AND OTHER DOCUMENTS

This Agreement is being executed and delivered by the Grantor for the purpose of granting to the Collateral Agent, for the benefit of the Secured Parties the security interest in the U.S. IP Collateral set forth herein, and to confirm and register such grant with the United States Patent and Trademark Office, the United States Copyright Office, and any other governmental entities and/or agencies in states that register and confirm such a security interest. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Note Purchase Agreement and the

Other Documents. All provisions of the Note Purchase Agreement and the Other Documents applicable to the U.S. IP Collateral shall also apply to the U.S. IP Collateral. In the event of a conflict between this Agreement and the Note Purchase Agreement or any Other Documents, the terms of this Agreement shall control with respect to the U.S. IP Collateral and the Note Purchase Agreement or such Other Documents, as applicable, with respect to all other matters.

6. TERMINATION; RELEASE; AUTHORIZATION

The security interest granted hereunder with respect to any property shall automatically and irrevocably terminate and be released and discharged and all rights to such property shall revert to the Grantor (a) if such property is or is to be sold, transferred or otherwise disposed of as part of or in connection with any disposition permitted under the Note Purchase Agreement, (b) if such property does not constitute (or ceases to constitute) U.S. IP Collateral or (c) upon Payment in Full of the Obligations pursuant to the Note Purchase Agreement. The Collateral Agent will, at the Grantor's expense, promptly execute and deliver to the Grantor such documents (in form and substance reasonably satisfactory to the Grantor and, where applicable, in proper form for filing or recordation) as the Grantor may reasonably request to effectuate or evidence such release, termination and discharge and, where applicable, shall promptly file or record, or authorize the Grantor to file or record, any such documents (including at the United States Patent and Trademark Office and the United States Copyright Office). This Section 6 shall survive the termination of this Agreement and the Note Purchase Agreement.

7. GOVERNING LAW; JURY WAIVER; COUNTERPARTS

This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with all applicable laws of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against the Grantor with respect to any of the Obligations, this Agreement, or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, the Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to the Grantor at its address set forth in the Note Purchase Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Collateral Agent to bring proceedings against the Grantor in the courts of any other jurisdiction. The Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Grantor waives the right to remove any judicial proceeding brought against the Grantor in any state court to any federal court. Any judicial proceeding by the Grantor against the Collateral Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the District Court of New York County, New York, or in the United States District Court for the Southern District of New York.

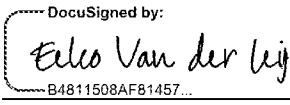
The provisions contained in Section 12.3 (Jury Waiver) and Section 14.13 (Counterparts; Facsimile Signatures) of the Note Purchase Agreement are incorporated herein by this reference, *mutatis mutandis*.

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**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

**GRANTOR:**

Next.e.GO Mobile SE,  
a European company (*Societas Europaea*)

By:   
Name: Eelco van der Leij  
Title: Chief Financial Officer

**COLLATERAL AGENT:**

Echo IP Series 1 LLC,  
a Delaware limited liability company

By:   
Name: John Barry  
Title: Managing Partner



**EXHIBIT A**

## TO U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Registered Trademarks

None

2. Trademark Applications

Owner	Mark	Jurisdiction	Application Number	Application Date
NEXT.E.GO MOBILE SE	E.WAVE X	U.S.	79365729	27-OCT-2022
NEXT.E.GO MOBILE SE	E.WAVE S	U.S.	79366306	27-OCT-2022
NEXT.E.GO MOBILE SE	WAVE S	U.S.	79366302	27-OCT-2022
NEXT.E.GO MOBILE SE	E.WAVE	U.S.	79362979	27-OCT-2022
NEXT.E.GO MOBILE SE	E.WAVE X	U.S.	79362282	26-OCT-2022
NEXT.E.GO MOBILE SE	E.WAVE S	U.S.	79362765	26-OCT-2022
NEXT.E.GO MOBILE SE	WAVE X	U.S.	79362472	26-OCT-2022
NEXT.E.GO MOBILE SE	E.WAVE	U.S.	79362470	26-OCT-2022
NEXT.E.GO MOBILE SE	WAVE	U.S.	79363989	26-OCT-2022
NEXT.E.GO MOBILE SE	WAVE S	U.S.	79362766	26-OCT-2022
NEXT.E.GO MOBILE SE	WAVE X	U.S.	79370884	26-OCT-2022
NEXT.E.GO MOBILE SE	WAVE	U.S.	79365375	26-OCT-2022

3. Registered Trademarks and Pending Trademark Applications Licensed

None.

4. Domain Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>	<u>Expiration Date</u>
ego-aachen.com	Next.e.GO. Mobile SE	united domains AG	January 9, 2024
e-go-aachen.com	Next.e.GO. Mobile SE	united domains AG	August 4, 2023
ego-aachen.net	Next.e.GO. Mobile SE	united domains AG	January 9, 2024
ego-aachen.org	Next.e.GO. Mobile SE	united domains AG	January 9, 2024
e-go-academy.com	Next.e.GO. Mobile SE	united domains AG	August 14, 2023
ego-ag.com	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
e-go-ag.com	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
ego-ag.net	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
e-go-ag.net	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
ego-ag.org	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
e-go-ag.org	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
ego-ag.org	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
e-go-ag.org	Next.e.GO. Mobile SE	united domains AG	January 12, 2024
ego-club.com	Next.e.GO. Mobile SE	united domains AG	August 9, 2023
e-go-club.com	Next.e.GO. Mobile SE	united domains AG	August 9, 2023
egodigital.com	Next.e.GO. Mobile SE	united domains AG	November 16, 2023
e-go-digital.com	Next.e.GO. Mobile SE	united domains AG	September 13, 2023
e-go-digital.net	Next.e.GO. Mobile SE	united domains AG	September 13, 2023
e-go-düsseldorf.com	Next.e.GO. Mobile SE	united domains AG	July 28, 2023
e-go-financial-services.com	Next.e.GO. Mobile SE	united domains AG	March 28, 2024
e-go-hamburg.com	Next.e.GO. Mobile SE	united domains AG	July 28, 2023
e-go-hannover.com	Next.e.GO. Mobile SE	united domains AG	August 4, 2023
e-go-mobile.com	Next.e.GO. Mobile SE	united domains AG	January 26, 2024
e-go-mobile.net	Next.e.GO. Mobile SE	united domains AG	January 26, 2024
e-go-mobile.org	Next.e.GO. Mobile SE	united domains AG	January 26, 2024
e-go-move.com	Next.e.GO. Mobile SE	united domains AG	May 2, 2024
e-go-mover.com	Next.e.GO. Mobile SE	united domains AG	May 6, 2024
e-go-münchen.com	Next.e.GO. Mobile SE	united domains AG	August 4, 2023
e-go-on-demand.com	Next.e.GO. Mobile SE	united domains AG	September 27, 2023

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>	<u>Expiration Date</u>
e-go-people-mover.com	Next.e.GO. Mobile SE	united domains AG	May 6, 2024
e-go-rex.com	Next.e.GO. Mobile SE	united domains AG	October 15, 2023
h2-rex.com	Next.e.GO. Mobile SE	united domains AG	September 14, 2023
mediacenter-e-go.com	Next.e.GO. Mobile SE	united domains AG	February 18, 2024
next-e-go-mobile.com	Next.e.GO. Mobile SE	united domains AG	July 1, 2023
talking-cards.com	Next.e.GO. Mobile SE	united domains AG	April 16, 2024
the-urban-movement.com	Next.e.GO. Mobile SE	united domains AG	August 19, 2023
theurbanmovement.org	Next.e.GO. Mobile SE	united domains AG	August 19, 2023
the-urban-movement.org	Next.e.GO. Mobile SE	united domains AG	August 19, 2023

5. Registered Copyrights

None.

6. Pending Copyright Applications

None.

7. Registered Copyrights and Pending Copyright Applications Licensed

None.

8. Registered Patents

<u>Description</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Owner</u>
CRASH STRUCTURE FOR A MOTOR VEHICLE, METHOD FOR PRODUCING A CRASH STRUCTURE OF THIS TYPE, AND	U.S.	17/053,865	November 9, 2020	11,518,324	December 6, 2022	Next.e.GO Mobile SE

<u>Description</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Owner</u>
MOTOR VEHICLE HAVING A CRASH STRUCTURE OF THIS TYPE						

PATENT

REEL: 064129 FRAME: 0105

RECORDED: 06/30/2023