

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EcoMotors, Inc.		01/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	2 North LaSalle Street, Suite 925		
Internal Address:	Legal Department		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77484977	ECOMOTORS	
Serial Number:	77485029	ECOMOTORS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-773-5700		
Email:	lpartmann@orrick.com		
Correspondent Name:	John Cook		
Address Line 1:	The Orrick Building, 405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2669		
ATTORNEY DOCKET NUMBER:	28633.3		
NAME OF SUBMITTER:	John Cook		

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**TRADEMARK
 REEL: 004953 FRAME: 0528**

Signature:	/John Cook/
Date:	01/31/2013
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**ATTACHMENT 2
TO SECURITY AGREEMENT**

[One Instrument for each type of Intellectual Property]

GRANT OF SECURITY INTEREST

[TRADEMARKS][PATENTS]

This GRANT OF SECURITY INTEREST, dated as of January 17, 2013, is executed by EcoMotors, Inc., a Delaware corporation (“Grantor”), in favor of Ares Capital Corporation (“Lender”).

A. Pursuant to that certain Loan and Security Agreement, dated as of December 28, 2012 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

[B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the “Trademarks”).]

[B. Grantor owns the letters patent of the United States and certain foreign countries, more particularly described on Schedules 1-A annexed hereto and made a part hereof (collectively, the “Patents”).]

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of January 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of Lender.

[D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.]

[D. Pursuant to the Security Agreement, Grantor has assigned and granted to Lender a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement]

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

The Lender’s address is:

Ares Capital Corporation
2 North LaSalle Street, Suite 925
Chicago, IL 60602
Attention: Legal Department

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

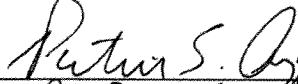
GRANTOR

EcoMotors, Inc.,
a Delaware corporation

By:

Name:

Title:


PATRICIA S. AUBERT
CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

TRADEMARK	NATION	STATUS	GOODS / SERVICES	REG. NO. / SER. NO.
ECOMOTORS™	USA	ALLOWED Filed on 05/28/2008	LAND VEHICLES AND STRUCTURAL PARTS THEREFOR; LAND VEHICLES, NAMELY, AUTOMOBILES, TRUCKS, MOTORCYCLES; ENGINES FOR LAND VEHICLES; PARTS AND COMPONENTS FOR LAND VEHICLES, NAMELY, AXLES, DRIVE GEARS, AND TRANSMISSIONS; LAND VEHICLE POWER TRAIN SYSTEMS COMPRISED OF ENGINES, DRIVESHAFTS, AXLES, AND TRANSMISSIONS IN INTERNATIONAL CLASS 012	77/484,977
ECOMOTORS INTERNATIONAL™	USA	Allowed Filed on 05/28/2008	LAND VEHICLES AND STRUCTURAL PARTS THEREFOR; LAND VEHICLES, NAMELY, AUTOMOBILES, TRUCKS, MOTORCYCLES; ENGINES FOR LAND VEHICLES; PARTS AND COMPONENTS FOR LAND VEHICLES, NAMELY, AXLES, DRIVE GEARS, AND TRANSMISSIONS; LAND VEHICLE POWER TRAIN SYSTEMS COMPRISED OF ENGINES, DRIVESHAFTS, AXLES, AND TRANSMISSIONS IN INTERNATIONAL CLASS 012	77/485,029

SCHEDULE I-A TO GRANT OF SECURITY INTEREST

PATENTS

COUNTRY	STATUS	DATE FILED	APPLICATION NUMBER	MATTER TYPE	TITLE	ENTITY NAME	ENTITY ROLE
US	Allowed	27-Aug-09	12583881	Utility - NPNEW	Hybrid Engine System	EcoMotors International, Inc.	Assignee
US	Issued	24-Nov-09	12625511	Utility - CIP	Hybrid Engine System	EcoMotors International, Inc.	Assignee
US	Issued	25-Jun-10	12823412	Utility - NPNEW	Scraper Ring Lubrication System for the Upper Portion of a Piston and Adjacent Cylinder Liner of an Internal Combustion Engine	EcoMotors International, Inc.	Assignee
US	Allowed	1-Jun-10	12791832	Utility - NPNEW	Electric Motor Rotor	EcoMotors International, Inc.	Assignee
US	Issued	21-Jul-10	12840737	Utility - CIP	Cooling an Electrically Controlled Turbocharger	EcoMotors International, Inc.	Assignee