

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362639

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNEE'S ADDRESS previously recorded on Reel 004953 Frame 0528. Assignor(s) hereby confirms the CORRECTION OF A TYPOGRAPHICAL ERROR.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EcoMotors, Inc.		01/17/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77484977	ECOMOTORS	
<b>Serial Number:</b>	77485029	ECOMOTORS INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>	9495676700		
<b>Email:</b>	IPPROSEUCTION@ORRICK.COM		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE		
<b>Address Line 1:</b>	2050 MAIN ST.		
<b>Address Line 2:</b>	SUITE 1100		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	28633.3 CORRECTIVE ASSIGN		
<b>NAME OF SUBMITTER:</b>	VICTOR SANTOS		
<b>SIGNATURE:</b>	/Victor Santos/		
<b>DATE SIGNED:</b>	11/17/2015		
<b>Total Attachments: 6</b>			

CH \$65.00 77484977

source=assignment-tm-4953-0528#page1.tif

source=assignment-tm-4953-0528#page2.tif

source=assignment-tm-4953-0528#page3.tif

source=assignment-tm-4953-0528#page4.tif

source=Facesheet\_4953\_528#page1.tif

source=Facesheet\_4953\_528#page2.tif

<b>TRADEMARK ASSIGNMENT</b>
-----------------------------

Electronic Version v1.1  
 Stylesheet Version v1.1

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

TRADEMARK

<b>Signature:</b>	/John Cook/
<b>Date:</b>	01/31/2013
<b>Total Attachments: 4</b> source=ecomotors#page1.tif source=ecomotors#page2.tif source=ecomotors#page3.tif source=ecomotors#page4.tif	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM258537
<b>Receipt Date:</b>	01/31/2013
<b>Fee Amount:</b>	\$65

TRADEMARK

**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.

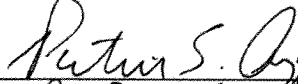
**GRANTOR**

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	Scrapers 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