

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669624

| | | | |
|---|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Singer Vehicle Design, LLC | | 08/20/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GLAS AMERICAS LLC, as Collateral Agent | | |
| Street Address: | 3 Second Street, Suite 206 | | |
| City: | Jersey City | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07311 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3954387 | SINGER VEHICLE DESIGN RESTORED REIMAGINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125305219 | | |
| <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: | 2125305878 | | |
| Email: | dcip@milbank.com | | |
| Correspondent Name: | John Garces, Esq. | | |
| Address Line 1: | 55 Hudson Yards | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | New York, NEW YORK 10001-2163 | | |
| ATTORNEY DOCKET NUMBER: | 45587.00002 | | |
| NAME OF SUBMITTER: | John Garces | | |
| SIGNATURE: | /John Garces/ | | |
| DATE SIGNED: | 08/23/2021 | | |
| Total Attachments: 5 | | | |
| source=14. Singer - Trademark_Security_Agreement_-_Singer_Vehicle_Design [Executed]#page1.tif | | | |
| source=14. Singer - Trademark_Security_Agreement_-_Singer_Vehicle_Design [Executed]#page2.tif | | | |
| source=14. Singer - Trademark_Security_Agreement_-_Singer_Vehicle_Design [Executed]#page3.tif | | | |

CH \$40.00 3954387

source=14. Singer - Trademark_Security_Agreement_-_Singer_Vehicle_Design [Executed]#page4.tif
source=14. Singer - Trademark_Security_Agreement_-_Singer_Vehicle_Design [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, Singer Vehicle Design, LLC, (the “Grantor”) has adopted, used or is using, and is the owner of the trademark registrations and trademark applications listed in the attached Schedule of Registered Trademarks;

WHEREAS, the Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into the Pledge and Security Agreement dated as of August 20, 2021 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of GLAS AMERICAS LLC, as Collateral Agent (“Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of the Grantor’s right, title and interest in, to and under all the trademarks, whether now owned or hereafter acquired that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademark registrations and trademark applications listed on the attached Schedule of Registered Trademarks (excluding any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the USPTO), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Trademark Security Agreement by signing such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark

Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in any Credit Documents shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Date: August 20, 2021

SINGER VEHICLE DESIGN, LLC

Mazen Fawaz

By: _____

Name: Mazen Fawaz

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007426 FRAME: 0734

Accepted and agreed:

GLAS Americas LLC,
as Collateral Agent

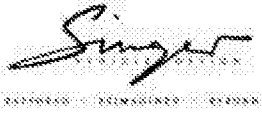


Diana Guzman, VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007426 FRAME: 0735

SCHEDULE OF REGISTERED TRADEMARKS

| <u>Type</u> | <u>Owner</u> | <u>Registration No.</u> |
|--|--------------------------|-------------------------|
| U.S. Trademark:  | SINGER VEHICLE DESIGN | 3954387 |