

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getaround, Inc.		10/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lucid Trustee Services Limited		
Street Address:	6th Floor, No. 1 Building 1-5 London Wall Buildings		
City:	London Wall, London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5PG		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4829184	CONNECT	
Registration Number:	5638171	GETAROUND CONNECT	
Registration Number:	4646038	GETAROUND	
Serial Number:	88474801	IT'S GO TIME.	
Serial Number:	88472752	GETAROUND	
Serial Number:	88472767	G	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	4410650-0170-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	10/08/2021		

CH \$165.00 4829184

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of October 7, 2021, between the signatory hereto (the “Grantor”) in favor of Lucid Trustee Services Limited, as collateral agent for the Secured Creditors (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of October 7, 2021 (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 and the United States Copyright 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.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

(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, Register of Copyrights of the United States 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.

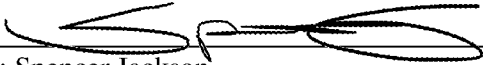
SECTION 4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. 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 Credit Agreement, 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 Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

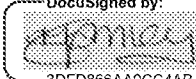
[Remainder of this page intentionally left blank; signature page follows]

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, INC.,
as Grantor

By: 
Name: Spencer Jackson
Title: Authorized Signatory

**LUCID TRUSTEE SERVICES LIMITED, as
Collateral Agent**

DocuSigned by:

3DFD866AA9CC4AB...

By: _____

Name: Emma Hamley

Title: MD

SCHEDULE 1
TRADEMARKS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
IT'S GO TIME.	GETAROUND, INC.	88474801	14-JUN-2019	N/A	N/A
GETAROUND	GETAROUND, INC.	88472752	13-JUN-2019	N/A	N/A
G	GETAROUND, INC.	88472767	13-JUN-2019	N/A	N/A
CONNECT	GETAROUND, INC.	86441292	31-OCT-2014	4829184	06-OCT-2015
GETAROUND CONNECT	GETAROUND, INC.	86441341	31-OCT-2014	5638171	25-DEC-2018
GETAROUND	GETAROUND, INC.	85981582	13-AUG-2010	4646038	25-NOV-2014

Schedule 1

SCHEDULE 2

PATENTS

Title	Patent No.	Patent Date	App. No.	App. Date	Owner
Vehicle access control services and platform	11042816	2021-06-22	12914839	2010-10-28	Getaround, Inc.
Vehicle access control services and platform	N/A	N/A	17322669	2021-17-05	Getaround, Inc.

Schedule 2

SCHEDULE 3
COPYRIGHTS

None.

Schedule 3

AMERICAS 109062844

RECORDED: 10/08/2021

TRADEMARK
REEL: 007447 FRAME: 0166