

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fisker Automotive, Inc.		02/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	c/o Midland Loan Services
Internal Address:	10851 Mastin, Suite 300
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85024517	KARMA
Serial Number:	85024521	PURE DRIVING PASSION
Serial Number:	85221177	4EVER
Serial Number:	85400128	ATLANTIC
Serial Number:	85163632	EVER
Serial Number:	85221174	EVER
Serial Number:	85400170	SUNRISE
Serial Number:	85400186	SUNSET
Serial Number:	85400201	SURF
Serial Number:	85426556	UNCOMPROMISED RESPONSIBLE LUXURY

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

CH \$265.00 85024517

via US Mail.

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Mark D. Wasco, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23672-1102
NAME OF SUBMITTER:	Mark D. Wasco
Signature:	/Mark D. Wasco/
Date:	02/22/2013

Total Attachments: 4

source=Fisker Notice _Trademarks_ 2_19_2013#page1.tif
source=Fisker Notice _Trademarks_ 2_19_2013#page2.tif
source=Fisker Notice _Trademarks_ 2_19_2013#page3.tif
source=Fisker Notice _Trademarks_ 2_19_2013#page4.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of February 19, 2013 made by and among Fisker Automotive, Inc., a Delaware corporation (the "Grantor") in favor of PNC Bank, National Association, d/b/a Midland Loan Services, a division of PNC Bank, National Association, as successor by merger to Midland Loan Services, Inc., as Collateral Agent (the "Secured Party"; the Secured Party and the Grantor, collectively the "Parties").

WHEREAS, the Grantor is the owner of the trademarks, service marks, trade dress, logos, trade names, brand identifiers, domain names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; set forth on Schedule I attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Pledge and Security Agreement dated as of July 30, 2010, by and among the Parties and the other grantors party thereto (the "General Security Agreement"), the Grantor granted to the Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the General Security Agreement, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the General Security Agreement, the Grantor hereby grants to the Secured Party a security interest in, and lien on, the Trademark Collateral, *provided* that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled, unenforceable or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby authorizes the USPTO to file and record this Notice together with the annexed Schedule I and any amendments thereto or copies thereof.

The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the General Security Agreement or upon their mutual consent.

This Notice may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by facsimile or electronic

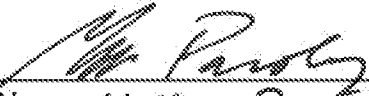
transmission in Electronic Format. Each party hereto agrees to deliver a manually executed original promptly following such facsimile or electronic transmission.

THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

FISKER AUTOMOTIVE, INC.

By: 
Name: *Matthew Parsby*
Title: *Vice President - General Counsel*

Trademarks Registrations and Applications Owned by Fisker Automotive, Inc.

Mark	Status	Serial No.	File Date	Reg No.	Reg. Date
KARMA	Pending	85/024517	4/27/2010		
PURE DRIVING PASSION	Pending	85/024521	4/27/2010		
4EVER	Pending	85/221177	1/19/2011		
Atlantic	Pending	85/400128	8/17/2011		
Ever	Registered	85/163632	10/28/2010	4202919	9/4/2012
Ever Logo	Registered	85/221174	1/19/2011	4132802	4/24/2012
Sunrise	Pending	85/400170	8/17/2011		
Sunset	Pending	85/400186	8/17/2011		
Surf	Pending	85/400201	8/17/2011		
Uncompromised Responsible Luxury	Pending	85/426556	9/19/2011		