

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUANTUM FUEL SYSTEMS LLC		05/31/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KEVIN DOUGLAS		
Street Address:	125 E. SIR FRANCIS DRAKE BLVD.		
Internal Address:	STE. 400		
City:	LARKSPUR		
State/Country:	CALIFORNIA		
Postal Code:	94939		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4045582	Q DRIVE	
Registration Number:	4474965	Q	
Registration Number:	4401730	Q-LITE	
CORRESPONDENCE DATA			
Fax Number:	2067577700		
<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>			
Email:	SARASURYAN@DWT.COM		
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP		
Address Line 1:	1201 THIRD AVENUE SUITE 2200		
Address Line 4:	SEATTLE, WASHINGTON 98101-3045		
NAME OF SUBMITTER:	George C. Rondeau, Jr.		
SIGNATURE:	/George C. Rondeau, Jr./		
DATE SIGNED:	06/16/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 31, 2017, is executed by and between Quantum Fuel Systems LLC, a California limited liability company (together with its successors and permitted assigns, the "Grantor"), and Kevin Douglas, as collateral agent (in such capacity, and together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (the "Secured Parties") party to and defined in that certain Security Agreement, dated as of the date hereof, by and between the Grantor, the Collateral Agent and the Secured Parties (the "Security Agreement").

WHEREAS, the Grantor has executed certain promissory notes in favor of the Secured Parties, and in order to induce the Secured Parties to extend the loans evidenced by the Notes, the Grantor has, among other things, agreed to enter into the Security Agreement and this Agreement, to grant to the Collateral Agent a security interest in the Trademark Collateral (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms. All terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Security Agreement.

2. Grant. To secure the prompt payment, performance and observance of the Obligations, the Grantor grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title, claim and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, 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 similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including without limitation the Trademarks set forth on Exhibit A to this Agreement;
- (b) all goodwill connected with the use of and symbolized by the foregoing;
- (c) all rights to sue or otherwise recover for infringements or other violations of the foregoing, and all rights corresponding thereto throughout the world; and
- (d) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

3. Security Agreement. The security interests granted hereunder are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted in this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Trademark Security Agreement on the date first above written.

GRANTOR

Quantum Fuel Systems LLC,
a California limited liability company

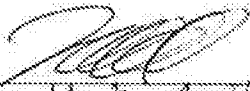
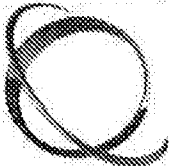
By: 
Name: Mark Acord
Title: President

EXHIBIT A to Trademark Security Agreement

<u>Description of Trademark Owned</u>	<u>Registration Number</u>	<u>Registered by</u>	<u>Registration Date</u>	<u>Class</u>
Q DRIVE	Reg. No. 4,045,582	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Oct. 25, 2011	Int. Cl.: 12 (for: electric and electric hybrid land vehicles and structural parts therefor, in class 12 (U.S. CLS. 19, 21, 23, 31, 35 and 44)
	Reg. No. 4,474,965	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Jan. 28, 2014	Int. Cl. 12 and 20 For: electric and electric hybrid land vehicles and structural parts therefor, in class 12 (U.S. CLS. 19, 21, 23, 31, 35 and 44) For: non-metal cylinders for compressed gas or liquids, sold empty, in class 20 (U.S. CLS 2, 13, 22, 25, 32 and 50)
Q-Lite	Reg. No. 4,401,730	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Sep. 10, 2013	Int. Cl. 20 For: non-metal cylinders for compressed gas or liquids, sold empty, in class 20 (U.S. CLS 2, 13, 22, 25, 32 and 50)

Trademarks Not Yet Pending

- Q-Cab^{LITE}
- Q-Rail^{LITE}
- Q-Vp⁶⁵⁰