

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488912

<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>
ZEV TECHNOLOGIES, INC.		08/30/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HI ZEV, LLC		
<b>Street Address:</b>	20 Thorndal Circle		
<b>City:</b>	Darian		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06820		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5027459	ZEV	
<b>Registration Number:</b>	4983608	ZEV	
<b>Registration Number:</b>	4532974	ZEV	
<b>Registration Number:</b>	4532975	ZEV	
<b>Registration Number:</b>	4057945	ZEV TECHNOLOGIES	
<b>Registration Number:</b>	4399661	FULCRUM	
<b>Registration Number:</b>	5438016	//	
<b>Serial Number:</b>	88067765	OZ	
<b>Serial Number:</b>	88067773	OZ9	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	5616535000		
<b>Email:</b>	ip@akerman.com		
<b>Correspondent Name:</b>	AKERMAN LLP		
<b>Address Line 1:</b>	P.O. Box 3188		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33402-3188		
<b>NAME OF SUBMITTER:</b>	William Arnhols		

CH \$240.00 5027459

<b>SIGNATURE:</b>	/William Arnhols/
<b>DATE SIGNED:</b>	09/06/2018
<b>Total Attachments: 5</b> source=ZEV Trademark Security Agreement#page1.tif source=ZEV Trademark Security Agreement#page2.tif source=ZEV Trademark Security Agreement#page3.tif source=ZEV Trademark Security Agreement#page4.tif source=ZEV Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of August, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and HI ZEV, LLC, a Delaware limited liability company (“Secured Party”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Promissory Note dated as of August 30, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note”), by Zev Technologies, Inc., a California corporation (“Borrower”), and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrower as provided for in the Note, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Security Agreement and the Note, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any

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Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8(k) and (l) OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ZEV TECHNOLOGIES, INC., a California corporation

By: 

Name:

Title:

Matthew Rolen  
CEO

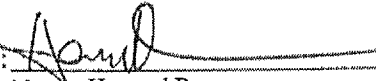
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**SECURED PARTY:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**HI ZEV, LLC**, a Delaware limited liability company

By:   
Name: Howard Romanow  
Title: President



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Trademark	Image	Country	Class - Goods/Services	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ZEV	word mark	US	Q28: Airsoft guns for recreational purposes	86/061,098	9/10/2013	5,027,459	8/23/2016	Registered
ZEV TECHNOLOGIES		US	Q28: Airsoft guns for recreational purposes	86/066,168	9/16/2013	4,983,608	6/21/2015	Registered
ZEV	word mark	US	Q13: Component parts for guns; Firearms	86/066,229	9/16/2013	4,532,974	5/20/2014	Registered
ZEV (and design)		US	Q13: Component parts for guns; Firearms	86/066,238	9/16/2013	4,532,975	5/20/2014	Registered
ZEV TECHNOLOGIES	word mark	US	Q13: Firearms and related equipment, namely, firearm sights; Firearm slides, namely, sub compact, standard and extended length slides; firearm frames; firearm grips in the nature of firearm attachments, namely, mounts for attaching grips to a firearm; cleaning implements for firearms, namely, brushes, rods, and pull-throughs; firearm attachments, namely, mounts for attaching gun sights; firearm attachments, namely, mounts for attaching accessories to a firearm; ammunition for firearms; firearm hand guards; gun sights for	77/742,556	5/21/2009	4,057,945	11/21/2011	Registered
FULCRUM	word mark	US	Q13: Trigger assemblies for firearms	85/887,811	1/31/2013	4,399,661	9/05/2013	Registered
//	word mark	US	Q13: Component parts for guns; Firearms	87/999,319	9/7/2017	5,438,016	4/3/2018	Registered
OZ	word mark	US	13 - Firearms; Pistols; Ammunition magazines and component parts for ammunition magazines; Component parts for pistols; Weapon cases for firearms; Case covers for firearms; Pistols and parts thereof [weapons, not toys]	88/067,766	8/6/2018			Pending
OZS	word mark	US	13 - Firearms; Pistols; Ammunition magazines and component parts for ammunition magazines; Component parts for pistols; Weapon cases for firearms; Case covers for firearms; Pistols and parts thereof [weapons, not toys]	88/067,773	8/6/2018			Pending

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RECORDED: 09/06/2018

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