

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694968

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900655190

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cenntro Automotive Corporation	FORMERLY Cenntro Motor Corporation; Cenntro Motors Corporation	11/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Naked Brand Group Limited
Street Address:	Level 61, MLC Centre, 25 Martin Place
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	NSW 2000
Entity Type:	Public Company Limited By Shares: AUSTRALIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90623409	TERRAMAK
Serial Number:	90623501	LOGISTAR
Serial Number:	90361681	CITYPORTER
Serial Number:	90361679	AVANTIER
Serial Number:	90359682	TERRIMAK
Serial Number:	88783308	EPORTEE
Registration Number:	6119303	NEIBOR
Registration Number:	6119302	CENNTRO
Registration Number:	5355484	METRO
Registration Number:	5355330	CENNTRO MOTOR

CORRESPONDENCE DATA

Fax Number: 2128188881

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.

Phone: 2128188603

Email: gsoman@graubard.com

Correspondent Name: Gerad R. Soman

Address Line 1: 405 Lexington Avenue
Address Line 2: 11th Floor
Address Line 4: New York, NEW YORK 10174

DOMESTIC REPRESENTATIVE

Name: Eric T. Schwartz, Esq., Graubard Miller
Address Line 1: 405 Lexington Avenue, 11th Floor
Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER: Gerad Soman

SIGNATURE: /Gerad Soman/

DATE SIGNED: 12/15/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, "Agreement"), dated as of November 5, 2021 is between Cenntro Automotive Corporation, a Delaware corporation (the "Grantor"), and Naked Brand Group Limited, an Australian company ("Naked Brand"), as lender (in such capacity and together with its successors and assigns, the "Secured Party").

RECITALS

A. Reference is made to that certain Loan and Security Agreement, dated as of the date hereof (the "Loan and Security Agreement"), by and among Naked Brand, as lender, and each of Cenntro Automotive Group Limited, a Hong Kong private company limited by shares, Cenntro Electric Group, Inc., a Delaware corporation and the Grantor, as the borrowers.

B. Grantor is required under the Loan and Security Agreement to grant a security interest in favor of the Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan and Security Agreement.

2. Grant of Security Interest. Grantor hereby grants to the Secured Party, to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations, a security interest and lien in the Trademarks of Grantor (including, without limitation, those items listed on Schedule A hereto).

3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CENNTRO AUTOMOTIVE CORPORATION,
a Delaware corporation, as Grantor

By: 

Name: Peter Zuguang Wang


Title: Chief Executive Officer

[Trademark Security Agreement]

TRADEMARK
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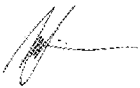
Agreed and Acknowledged by:

NAKED BRAND GROUP LIMITED, an Australian company, as the Secured Party

By:  _____

Name: Justin Davis-Rice

Title: Executive Chairman and CEO

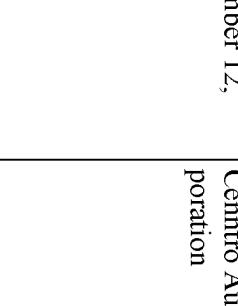
By:  _____

Name: Mark Ziirsen

Title: Corporate Secretary

SCHEDULE A
U.S. Trademark Registrations and Applications

Trademark	Serial No.	Application Date	Registration No.	Registration Date	Applicant / Registered Owner
TERRAMAK	90623409	April 5, 2021	N/A	N/A	Cenntro Automotive Corporation
LOGISTAR	90623501	April 5, 2021	N/A	N/A	Cenntro Automotive Corporation
CITYPORTER	90361681	December 6, 2020	N/A	N/A	Cenntro Automotive Corporation
AVANTIER	90361679	December 6, 2020	N/A	N/A	Cenntro Automotive Corporation
TERRIMAK	90359682	December 4, 2020	N/A	N/A	Cenntro Automotive Corporation
ePortee	88783308	February 3, 2020	N/A	N/A	Cenntro Automotive Corporation
NEIBOR	87478653	June 7, 2017	6119303	August 4, 2020	Cenntro Automotive Corporation
CENNTR0	87478618	June 7, 2017	6119302	August 4, 2020	Cenntro Automotive Corporation
METRO	86578166	March 26, 2015	5355484	December 12, 2017	Cenntro Automotive Corporation

Trademark	Serial No.	Application Date	Registration No.	Registration Date	Applicant / Registered Owner
	86129199	November 26, 2013	5355330	December 12, 2017	Cenntro Automotive Corporation

TRADEMARK
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RECORDED: 11/09/2021