

7/7/09

07-09-2009



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documents or the new address(es) below.

To the Director of the U. S. Patent

1. Name of conveying party(ies):

GLOBAL ELECTRIC MOTORS, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) US - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10 June 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CHRYSLER GROUP GLOBAL ELECTRIC MOTORCARS LLC

Internal

Address: _____

Street Address: 1301 - 39th Street, N.W., Suite 2

City: Fargo

State: North Dakota

Country: US Zip: 58102

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/577,902

B. Trademark Registration No.(s)

JUL - 7

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

G GEM GREEN ECO MOBILITY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Donna L. Berry

Internal Address: CIMS 485-13-32

Street Address: 1000 Chrysler Drive

City: Auburn Hills

State: Michigan Zip: 48326

Phone Number: 248-512-4024

Fax Number: 248-512-4885

Email Address: dlb34@chrysler.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 03-1800

Authorized User Name Donna L. Berry

9. Signature:

Donna L. Berry
Signature

Donna L. Berry, Chief Trademark Counsel

Name of Person Signing

07/09/2009 DATE Donna L. Berry 7757902
Date

01 FC 4521 48 00 DA
02 FC 4522 75 00 DA
Number of pages, including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Sheet

Design	R	2,459,379	6/12/2001
GEM	R	2,436,758	3/20/2001
GLOBAL ELECTRIC MOTORCARS	R	2,402,440	11/7/2000

TRADEMARK

REEL: 004020 FRAME: 0474

**ASSIGNMENT OF INTELLECTUAL PROPERTY
FROM GLOBAL ELECTRIC MOTORCARS, LLC TO
CHRYSLER GROUP GLOBAL ELECTRIC MOTORCARS LLC**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 10th day of June, 2009, is made and entered into by and between GLOBAL ELECTRIC MOTORCARS, LLC (the "Assignor"), a Delaware limited liability company, and CHRYSLER GROUP GLOBAL ELECTRIC MOTORCARS LLC ("Assignee"), a Delaware limited liability company. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Master Transaction Agreement (defined below).

WHEREAS, Fiat S.p.A. ("Fiat"), Assignee and Assignor have entered into that certain Master Transaction Agreement, dated as of April 30, 2009, as amended (the "Master Transaction Agreement"), pursuant to which, among other things, Assignor agreed to sell, transfer, convey and deliver at the Closing all of Assignor's right, title and interest in, to and under the Purchased Assets as of immediately prior to the Closing, as more fully described in the Master Transaction Agreement, on the terms and subject to the conditions set forth in the Master Transaction Agreement;

WHEREAS, the Purchased Assets include (a) the patents and patent applications set forth on Schedule A hereto (the "Patents"); and (b) the trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule B hereto (the "Trademarks") (the Patents and Trademarks, collectively, the "Purchased Intellectual Property");

WHEREAS, in connection with the Closing, Assignee and Assignor have entered into that certain Bill of Sale and Assignment and Assumption Agreement, dated as of even date herewith, (the "Bill of Sale") pursuant to which, among other things, the parties consummated the sale, conveyance, assignment, transfer and delivery to Assignee of the Purchased Intellectual Property;

WHEREAS, Assignee, pursuant to the terms of the Master Transaction Agreement and the Bill of Sale, is the successor to the portion of Assignor's ongoing and existing business to which any trademarks and service marks that are the subject of a United States intent-to-use application pertain; and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment for the sole purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the Purchased Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable Governmental Entity worldwide;

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Master Transaction Agreement and the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor's right, title and interest in and to the Purchased Intellectual Property and any good will arising therefrom or in connection therewith for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all pre-assignment and post-assignment income, royalties, damages or payments due or payable, including, without limitation, all claims for damages and other relief by reason of past, present, or future infringement of any of the Purchased Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors or assigns (the "Assigned Rights").

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, the Commissioner of Trademarks of the United States, the Librarian of Congress of the United States and any other official of any applicable Governmental Entity worldwide, to record all registrations and applications for registration included in the Purchased Intellectual Property in the name of Assignee and issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

3. Amendment. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.

4. Further Assurances. Assignor and Assignee agree to execute such further documentation and perform such further actions, including without limitation, any actions or documents required by the applicable Governmental Entity or other authority to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, excluding (to the extent permissible by law) any rule of law that would cause the application of the laws of a jurisdiction other than the State of New York.

6. Consent to Jurisdiction. Without limiting any party's right to appeal any order of the Bankruptcy Court, each party hereby irrevocably (i) submits to the exclusive jurisdiction of the Bankruptcy Court, for the purpose of any action or proceeding arising out of or relating to this Assignment, (ii) agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in the Bankruptcy Court and (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Bankruptcy Court, including a motion to dismiss on the grounds of forum non conveniens. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District

Court for the Southern District of New York sitting in New York County for the resolution of any such claim or dispute. Each of the parties hereto irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Such service shall be in lieu of any other potentially applicable requirement of service, including, without limitation, the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters. Nothing in this Section 6 shall affect the right of any party to serve legal process in any other manner permitted by law.

7. Interpretation. This Assignment has been executed and delivered by the Assignor for the sole purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of the Purchased Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable Governmental Entity. This Assignment is intended to implement the provisions of the Master Transaction Agreement and the Bill of Sale, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Master Transaction Agreement or the Bill of Sale, the terms and conditions of the Master Transaction Agreement or the Bill of Sale, as the case may be, shall govern.

8. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, then to the maximum extent permitted by Law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

GLOBAL ELECTRIC MOTORCARS, LLC

By: *Byron C Babbish*
Name: Byron C. Babbish
Title: Assistant Secretary

State of Michigan)
) ss
County of Oakland)

Before me this 4 day of June, 2009, personally appeared Byron Babbish to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Dawn M. Rosenbusch
Notary Public **DAWN M. ROSEBUSCH**
Notary Public - State of Michigan
County of Oakland
My Commission Expires 5/30/2010

AFFIX SEAL

CHRYSLER GROUP GLOBAL ELECTRIC MOTORCARS LLC

By: *Thomas E. Gunton*
Name: Thomas E. Gunton
Title: Assistant Secretary

State of ~~New York~~ ^{Michigan})
) ss
County of ~~New York~~ ^{Oakland})

Before me this 4 day of June, 2009, personally appeared Thomas Gunton to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Dawn M. Rosenbusch
Notary Public **DAWN M. ROSEBUSCH**
Notary Public - State of Michigan
County of Oakland
My Commission Expires 5/30/2010

AFFIX SEAL

SCHEDULE A

PATENTS

(See attached)

**SCHEDULE A
GRANTED PATENTS**

Owner	Patent	Country	Reg No	Date	Appl No	Date
Global Electric Motorcars LLC	Design Patent: Electric Truck Vehicle (eL and eLXD)	Egypt	21616			
Global Electric Motorcars LLC	Design Patent: Multipassenger Electric Vehicle (e4)	Egypt	21615			
Global Electric Motorcars LLC	Design Patent: Multipassenger Electric Vehicle (e6)	European Community	000705017-0001	4/12/2007		
Global Electric Motorcars LLC	Design Patent: Electric Truck Vehicle (eL and eLXD)	India	180293			
Global Electric Motorcars LLC	Design Patent: Multipassenger Electric Vehicle (e4)	India	180294			
Global Electric Motorcars LLC	Design Patent: Combined Instrument Panel & Steering Column	United States	D378584	3/25/1997	29/031083	11/17/1994
Global Electric Motorcars LLC	Design Patent: Electric Truck Vehicle (eL and eLXD)	United States	D419490	1/25/2000	29/091832	8/6/1998
Global Electric Motorcars LLC	Design Patent: Miniature Passenger Vehicle (e2)	United States	D419485	2/15/2000	29/067979	3/24/1997
Global Electric Motorcars LLC	Design Patent: Multipassenger Electric Vehicle (e4)	United States	D419107	1/18/2000	29/091797	8/6/1998
Global Electric Motorcars LLC	Design Patent: Multipassenger Electric Vehicle (e6)	United States	D552509	10/9/2007	29/267385	10/13/2006
Global Electric Motorcars LLC	Utility Patent: Miniature Vehicle (e2)	United States	5890554	4/6/1999	08/946618	10/7/1997

**SCHEDULE A
PATENT APPLICATIONS**

Owner	Patent	Country	Reg No	Date	Appl No	Date
Global Electric Motorcars LLC	Utility Patent: Vehicular Battery Charging Method	China			10122764.8	7/4/2007
Global Electric Motorcars LLC	Utility Patent: Vehicular Battery Charging Method	United States			11/424682	7/5/2006

SCHEDULE B

TRADEMARKS

(See attached)

OWNER	TRADEMARK	COUNTRY	Status	App No	Date	Reg No	Date	Class(es)
Global Electric Motorcars LLC	Black & White Logo (GEM vehicle drawing)	Canada	renewal due Jan. 22, 2019	1,063,598	June 19, 2000	600,330	January 22, 2004	
Global Electric Motorcars LLC	Black & White Logo (GEM vehicle drawing)	United States	use Affidavit due June 12, 2011	75/879488	December 22, 1999	2,459,379	June 12, 2001	12
Global Electric Motorcars LLC	Black & White Logo (GEM vehicle drawing)	Mexico	renewal due August 15, 2016	800,564	August 15, 2006	965,536	November 30, 2006	12
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility) + GEM	Japan	renewal due March 28, 2018	2006-085427	September 13, 2008	5,122,987	March 28, 2008	12
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Australia	application	1,284,317	September 25, 2008			12
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Canada	application	1,412,174	September 25, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	China	application	6989231	October 8, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	China	application	6989232	October 8, 2008			12
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	European Community	application	7260623	October 8, 2008			37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	India	application	1737819	September 25, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Japan	application	2008-076318	September 26, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Korea (South)	application	2008-3987	September 25, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Mexico	application	964125	September 25, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Mexico	application	964127	September 29, 2008			12
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Norway	application	200812246	September 29, 2008			37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Russia	application	2008730856	September 25, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Switzerland	renewal due September 25, 2018	61991/2008	September 26, 2008			12, 37
Global Electric Motorcars LLC	G GEM and Design (Green Eco Mobility)	Taiwan	application	97045520	September 25, 2008	579,906	December 2, 2008	12, 37
Global Electric Motorcars LLC	GEM	United States	application	77/577902	September 30, 2008			12, 37
Global Electric Motorcars LLC	GEM	Canada	renewal due June 27, 2018	1,064,105	June 19, 2000	584,405	June 27, 2008	12, 37
Global Electric Motorcars LLC	GEM	European Community	application	6,621,379	January 30, 2008			
Global Electric Motorcars LLC	GEM	Japan	renewal due March 28, 2018	2006-085426	September 13, 2006	5,122,986	March 28, 2008	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	United States	use affidavit due March 20, 2011	75/880729	December 22, 1999	2,436,758	March 20, 2001	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	Canada	renewal due May 7, 2017	896,339	August 4, 1998	561,423	May 7, 2002	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	China	renewal due Sept. 27, 2010	1,451,449	August 4, 1998	1,451,449	September 28, 2000	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	Egypt	renewed per Nov. 18, 2008 deadline			119,469		
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	European Community	application	6,979,843	November 6, 2008			
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	France	renewed per Aug. 3, 2008 deadline			98,744,795	August 4, 1998	12, 40
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	Germany	renewed per Aug. 31, 2008 deadline			39,844,074	August 4, 1998	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	India	renewal due Jan. 10, 2010			896,785	November 7, 2002	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	Italy	renewed per Aug. 4, 2008 deadline			846,033		
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	Mexico	renewed per Sept. 24, 2008 deadline			627,895	May 24, 2001	12
Global Electric Motorcars LLC	GLOBAL ELECTRIC MOTORCARS	United States	use Affidavit due Nov. 7, 2010	75/434520	February 4, 1998	2,402,440	November 7, 2000	12
Global Electric Motorcars LLC	PEAPOD	Australia	application	1,263,933	September 24, 2008			12
Global Electric Motorcars LLC	PEAPOD	Canada	application	1,412,003	September 24, 2008			12
Global Electric Motorcars LLC	PEAPOD	China	application	6,989,230	October 6, 2008			12
Global Electric Motorcars LLC	PEAPOD	European Community	application	7,256,861	September 24, 2008			12
Global Electric Motorcars LLC	PEAPOD	India	application	1,736,743	September 25, 2008			12
Global Electric Motorcars LLC	PEAPOD	Japan	application	2008-077746	September 24, 2008			12
Global Electric Motorcars LLC	PEAPOD	Korea (South)	application	2008-46275	September 25, 2008			12
Global Electric Motorcars LLC	PEAPOD	Mexico	application	964,129	September 25, 2008			12
Global Electric Motorcars LLC	PEAPOD	Norway	renewal due March 4, 2018	200,812,011	September 24, 2008	249,060	December 10, 2008	12
Global Electric Motorcars LLC	PEAPOD	Russia	application	2,008,730,681	September 25, 2008			12