

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325834

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arboc Ltd.		06/01/2011	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arboc Technologies, LLC		
<b>Street Address:</b>	3504 Car Drive		
<b>City:</b>	Commerce Twp		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48382		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665198	SPIRIT OF MOBILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5152881338		
<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>	515-288-3667		
<b>Email:</b>	patatty@ipmvs.com		
<b>Correspondent Name:</b>	McKee, Voorhees & Sease, PLC		
<b>Address Line 1:</b>	801 Grand Avenue		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Des Moines, IOWA 50309-2721		
<b>ATTORNEY DOCKET NUMBER:</b>	T57432US00 - A245-9		
<b>NAME OF SUBMITTER:</b>	Kirk M. Hartung		
<b>SIGNATURE:</b>	/Kirk M. Hartung/		
<b>DATE SIGNED:</b>	12/11/2014		
<b>Total Attachments: 4</b>			
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CH \$40.00 3665198

## ASSIGNMENT OF TRADEMARK

This Agreement is made and effective as of June 1, 2011, by and between Arboc Ltd., a Michigan corporation, having its principal place of business at 3504 Car Drive, Commerce Twp, MI 48382 ("Assignor"), and Arboc Technologies, LLC, a Michigan limited liability company, having its principal place of business at 3504 Car Drive, Commerce Twp, MI 48382 ("Assignee") (Assignor and Assignee are sometimes together referred to as the "Parties").

### RECITALS

- A. Assignor has developed and used a unique trademark in connection with the Spirit of Mobility, a product of Arboc, Ltd.
- B. Assignor registered the trademark "Spirit of Mobility" (the "Trademark") with the United States Patent and Trademark Office ("USPTO") on August 4, 2009.
- C. Assignor desires to assign, convey, transfer, deliver, and contribute to Assignee, its successors and assigns the Assignor's full and entire right, title, and interest in the "Spirit of Mobility" trademark.

In accordance with the Recitals and for good and valuable consideration, the sufficiency of which is acknowledged, the undersigned Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

As used in this Assignment of Trademark, the following terms shall have the meanings set forth in the succeeding paragraphs of this Article.

1.00 *Trademark* shall mean the unique trademark "Spirit of Mobility" developed and used in connection with the Spirit of Mobility, a product of Arboc, Ltd.

1.10 *Registered Trademark* shall mean USPTO Registration No. 3,665,198, dated August 4, 2009, of the Trademark, as applied for by and registered in the name of Arboc, Ltd. The USPTO Registration Certificate of the Registered Trademark is attached hereto as Attachment A.

### ARTICLE II

#### ASSIGNMENT

2.00 Assignor sells, assigns, conveys, transfers, delivers, and contributes to Assignee, its successor and assigns the Assignor's full and entire right, title, and interest in the Trademark and all rights, titles, and interests associated with the Trademark, together with, but not limited to:

- (a) The goodwill of the business relating to the Spirit of Mobility product in connection with which the Trademark is used, by which it is symbolized, and for which it is registered;
- (b) All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trademark, including without limitation damages and payments for past or future infringements and misappropriations of the Trademark;
- (c) All rights to defend, enforce, and/or sue for past, present and future infringements or misappropriations of the Trademark;
- (d) All rights to register, re-register after any lapse of registration for any cause, and/or make associated registrations of the Trademark with the USPTO or other government or trade entities in any jurisdiction; and,
- (e) All rights to incorporate the Trademark into other service marks and trademarks, adopt new derivative word marks from the Trademark, and benefit from the development, use, and registration of any such marks.

2.01 Assignor sells, assigns, conveys, transfers, delivers, and contributes to Assignee, its successor and assigns the Assignor's full and entire right, title, and interest in the Registered Trademark and all rights, titles, and interests associated with the Registered Trademark No. 3,665,198, together with, but not limited to:

- (a) The goodwill of the business relating to the Spirit of Mobility product in connection with which the Registered Trademark is used, by which it is symbolized, and for which it is registered;
- (b) All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Registered Trademark, including without limitation damages and payments for past or future infringements and misappropriations of the Registered Trademark;
- (c) All rights to defend, enforce, and/or sue for past, present and future infringements or misappropriations of the Registered Trademark;
- (d) All rights to register, re-register after any lapse of registration for any cause, and/or make associated registrations of the Trademark with the USPTO or other government or trade entities in any jurisdiction; and,
- (f) All rights to incorporate the Registered Trademark into other service marks and trademarks, adopt new derivative word marks from the Registered Trademark, and benefit from the development, use, and registration of any such marks.

### ARTICLE III

#### CONSIDERATION

3.00 Assignor acknowledges receipt of the sum of One Dollar (\$1) from Assignee as consideration for this Assignment.

## ARTICLE IV

### WARRANTIES AND REPRESENTATIONS

4.00 Assignor represents and warrants that Assignor has the full right to convey the entire interest in the Trademark and Registered Trademark and has not granted any rights inconsistent with the rights granted in this Assignment.

4.01 Assignee represents and warrants that Assignee assumes responsibility for defending, enforcing, and/or suing for past, present and future infringements or misappropriations of the Trademark or Registered Trademark.

4.02 Assignee represents and warrants that Assignee assumes responsibility for maintaining registration of the Registered Trademark by taking actions including, but not limited to filing a §8 Declaration of Continued Use, pursuant to 15 U.S.C. §1058.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

12.01 The Recitals at the beginning of this Assignment are incorporated by reference. However, the headings of several sections of this Agreement have been inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

14.02 This Assignment shall be interpreted and construed, and the legal relations created in this Assignment shall be determined, in accordance with the laws of the State of Michigan.

14.03 Should any part or provision of this Assignment be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provision shall not be affected by such holding, the intent of the Parties being to effectuate this Assignment to the fullest extent possible.

14.04 This Agreement constitutes the entire agreement between the Parties hereto and supercedes all prior and contemporaneous agreements regarding the Trademark or Registered Trademark.

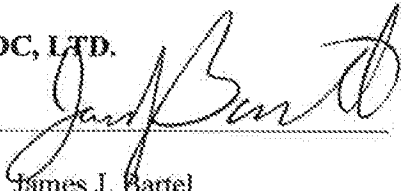
14.05 This Agreement may not be assigned, modified or amended except in writing signed by the Parties hereto.

The parties have executed this Agreement on the date listed on the first page of this Assignment.

ASSIGNOR

ARBOC, LTD.

/s/



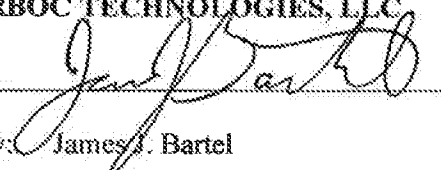
By: James J. Bartel

Title: President

ASSIGNEE

ARBOC TECHNOLOGIES, LLC

/s/



By: James J. Bartel

Title: President