

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439482

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lily Robotics, Inc. | | 07/06/2017 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Mota Group, Inc. | | |
| Street Address: | 60 S Market Street, Suite 1100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4783294 | LILY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 4083701248 | | |
| Email: | isra.hasan@mota.com | | |
| Correspondent Name: | Mota Group, Inc. | | |
| Address Line 1: | 60 S Market Street, Suite 1100 | | |
| Address Line 4: | San Jose, CALIFORNIA 95113 | | |
| NAME OF SUBMITTER: | Isra A. Hasan | | |
| SIGNATURE: | /Isra A. Hasan/ | | |
| DATE SIGNED: | 08/16/2017 | | |
| Total Attachments: 5 | | | |
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| source=767098637(1)_MOTA - Trademark Assignment (Execution Copy)#page2.tif | | | |
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OP \$40.00 4783294

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “**Agreement**”) is effective as of this 7th day of July, 2017 (the “**Effective Date**”), by and between Lily Robotics, Inc., a Delaware corporation, as Seller, debtor and debtor-in-possession (the “**Assignor**”), and Mota Group, Inc. (the “**Assignee**”). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 19, 2017 to which Assignor and Assignee are parties (the “**Asset Purchase Agreement**”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to certain Trademarks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), it is hereby agreed by and between the parties hereto as follows:

1. By execution hereof, Assignor hereby irrevocably grants, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, free and clear of all Liens (other than Permitted Liens) and without any reservation of rights, all of Assignor’s right, title and interest in and to all Trademarks listed on Schedule A hereto, together with the goodwill associated with such Trademarks and all applications, registrations and renewals thereof (the “**Assigned Trademarks**”).
2. Assignor further irrevocably grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights to sue for and recover damages for past, present and future infringement of any of the Assigned Trademarks.
3. Assignor hereby authorizes the Patent and Trademark Office of the United States, similar offices and officers of states and of foreign countries, to issue trademark registrations and any other evidence or forms of trademark protection or applications to Assignee and its successors and assigns in accordance with the terms of this Agreement.
4. Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith.
5. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.
6. The provisions of Sections 9.6 (Choice of Law), 9.9 (Invalidity), 9.11 (Exclusive Jurisdiction) and 9.12 (Waiver of Right to Trial by Jury) of the Asset Purchase Agreement are hereby incorporated by reference as if set forth in full herein, mutatis mutandis.


7. 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.

[Execution page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNOR

LILY ROBOTICS, INC.

By: 
Name: Curtis G. Solvig
Title: Chief Restructuring Officer

ASSIGNEE

MOTA GROUP, INC.

By: _____
Name: _____
Title: _____

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNOR

LILY ROBOTICS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE

MOTA GROUP, INC.

By: Michael Faro
Michael Faro (JUL 1, 2017)
Name: Michael Faro
Title: President, CEO

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

| <u>Country</u> | <u>Trademark</u> | <u>Class</u> | <u>App. Date</u> | <u>App. No.</u> |
|-----------------------|-------------------------|---------------------|-------------------------|------------------------|
| Australia | LILY | 9; 12; 28; 42 | Jun-03-2015 | 1700035 |
| China | LILY | 12 | Jun-15-2015 | 17202310 |
| China | LILY | 9 | Jun-15-2015 | 17202309 |
| European Union | LILY | 9; 41; 42 | May-21-2015 | 014104749 |
| European Union | LILY | 9; 12; 28 | Jun-04-2015 | 014197727 |
| Hong Kong | LILY | 12; 28; 42 | Jun-05-2015 | 303433626AB |
| Hong Kong | LILY | 9 | Jun-05-2015 | 303433626AA |
| Israel | LILY | 9; 12; 28; 42 | Jun-03-2015 | 275111 |
| Japan | LILY | 9, 12 | May-21-2015 | 201547801 |
| Japan | LILY | 9; 12; 28; 42 | Jun-03-2015 | 201552696 |
| South Korea | LILY | 9; 12 | May-21-2015 | 4020150037571 |
| Taiwan | LILY | 9 | Jun-03-2015 | 104028540 |
| Taiwan | LILY | 9; 12; 28; 42 | May-21-2015 | 104031671 |
| United States | LILY | 12 | Jul-14-2014 | 86/336319 |
| Hong Kong | LILY (Series) | 12 | May-21-2015 | 303417327AB |
| Hong Kong | LILY (Series) | 9, 12 | May-21-2015 | 303417327AA |
| China | LILY Logo | 12 | Jun-29-2015 | 17308049 |
| China | LILY Logo | 28 | Jun-29-2015 | 17308048 |
| China | LILY Logo | 42 | Jun-29-2015 | 17308047 |
| China | LILY Logo | 9 | Jun-29-2015 | 17308051 |
| European Union | LILY Logo | 9; 12; 28; 42 | Jun-12-2015 | 014232235 |
| Hong Kong | LILY Logo | 9; 12; 28; 42 | Jun-15-2015 | 303442743 |
| India | LILY Logo | 9; 12; 28; 42 | Jun-29-2015 | 2996782 |
| Japan | LILY Logo | 9; 12; 28; 42 | Jun-12-2015 | 2015-56120 |
| Republic of Korea | LILY Logo | 9; 12; 28; 42 | Jun-15-2015 | 4520150005458 |
| Taiwan | LILY Logo | 9; 12; 28; 42 | Jun-12-2015 | 104033975 |
| Australia | LILY Logo (Color) | 9; 12 | Jun-12-2015 | 1699711 |
| China | LILY Logo (Color) | 9; 12 | Jun-29-2015 | 17306652 |
| China | LILY Logo (Color) | 9 | Jun-29-2015 | 17308050 |
| European Union | LILY Logo (Color) | 9; 12 | Jun-12-2015 | 014232243 |
| Hong Kong | LILY Logo (Color) | 9; 12 | Jun-15-2015 | 303442734 |
| India | LILY Logo (Color) | 9; 12 | Jun-29-2015 | 2996781 |
| Israel | LILY Logo (Color) | 9; 12 | Jun-14-2015 | 275475 |
| Japan | LILY Logo (Color) | 9; 12 | Jun-12-2015 | 201556106 |
| South Korea | LILY Logo (Color) | 9; 12 | Jun-15-2015 | 4020150044221 |
| Taiwan | LILY Logo (Color) | 9; 12 | Jun-12-2015 | 104033974 |
| China | EYES Design | 12 | Jan-28-2016 | 19012358 |
| China | EYES Design | 28 | Jan-28-2016 | 19012357 |
| China | EYES Design | 42 | Jan-28-2016 | 19012356 |
| China | EYES Design | 9 | Jan-28-2016 | 19012359 |
| Hong Kong | EYES Design | 9, 12, 28, 42 | Jan-26-2016 | 303670803 |
| Japan | EYES Design | 9, 12, 28, 42 | Aug-28-2015 | 2015-83120 |
| Republic of Korea | EYES Design | 9, 12, 28, 42 | Aug-28-2015 | 45-2015-0008003 |

TRADEMARK

RECORDED: 08/16/2017

REEL: 006130 FRAME: 0954