

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DETROIT ELECTRIC HOLDINGS LIMITED		09/10/2017	Limited Liability Company: HONG KONG
RECEIVING PARTY DATA			
Name:	DE INNOVATION LAB LIMITED		
Street Address:	UNITS 706-707, ENTERPRISE PLACE		
Internal Address:	PHASE 1, HONG KONG SCIENCE PARK SHATIN		
City:	NEW TERRITORIES		
State/Country:	HONG KONG		
Entity Type:	Limited Liability Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4524597	SP:01	
CORRESPONDENCE DATA			
Fax Number:	2032225299		
<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:	2036590388		
Email:	ptomail@gziplaw.com		
Correspondent Name:	ZIEGLER IP LAW GROUP, LLC.		
Address Line 1:	55 Greens Farms Road		
Address Line 4:	WESTPORT, CONNECTICUT 06880		
DOMESTIC REPRESENTATIVE			
Name:	ZIEGLER IP LAW GROUP, LLC.		
Address Line 1:	55 Greens Farms Road		
Address Line 2:	Geza C. Ziegler		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Geza C Ziegler Jr		
SIGNATURE:	/gcz44004/		
DATE SIGNED:	09/18/2017		

OP \$40.00 4524597

Total Attachments: 8

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DATED 10 SEPTEMBER 2017

Detroit Electric Holdings Limited

And

DE Innovation Lab Limited

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

**TRADEMARK
REEL: 006156 FRAME: 0284**

THIS ASSIGNMENT is made on 10 September 2017

BETWEEN:

(1) Detroit Electric Holdings Limited (Company Number: 1155558), whose office is at Units 706-707, Enterprise Place, Phase I, Hong Kong Science Park Shatin, New Territories, Hong Kong (hereafter referred to as the 'ASSIGNOR')

and

(2) DE Innovation Lab Limited (Company Number: 1936063), whose office is at Units 706-707, Enterprise Place, Phase I, Hong Kong Science Park Shatin, New Territories, Hong Kong (hereafter the 'ASSIGNEE')

WHEREAS:

(A) The ASSIGNOR is the IP holding entity for the Detroit Electric Group which is an electric vehicle manufacturer, engaged in research, development, produce, marketing and sale of electric vehicle as well as the associated drive system and components and investment holdings. It has developed the SP:01 vehicle programme and associated background IP.

(B) The ASSIGNOR is the proprietor of the Intellectual Property Rights related to the above and as defined below in clause 1 and listed in the attached Schedule A (the IPRs).

(C) The ASSIGNOR has agreed by virtue of this Intellectual Property Assignment Agreement inter alia to assign all right, title and interest in and to all their existing Intellectual Property Rights only to the ASSIGNEE on the terms set out in this Assignment.

IT IS AGREED AS FOLLOWS:

1 INTELLECTUAL PROPERTY RIGHTS

- 1.1 The term 'Intellectual Property Rights' (IPR) shall mean and comprise within this Agreement inventions and know how, granted patents and patent applications, unregistered and registered designs, copyright works (including but not limited to websites, written opinions, reports, commercial documents, charts, catalogues, booklets, audio visual materials, speeches, newsletters, articles, technical drawings, logos), assignable or transferable licences, mask work, trade secrets, registered and unregistered trade marks, trade names, domain names, passing off rights, and all other intangible rights protected by the laws anywhere in the world (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof and any and all right to claim priority in accordance with the Paris Convention for the Protection of Intellectual Property, all relating to the SP:01 programme, Detroit Electric.
- 1.2 Without prejudice to the provisions under Article 1.1. above, the SP:01 programme IPR subject to the present Agreement shall include , among others:
- Patent applications
 - Trade marks

2 ASSIGNMENT

Now therefore, in pursuance of this Agreement and in consideration of the payment of £1 (One Sterling Pound), by the ASSIGNEE to the ASSIGNOR, receipt of which is hereby acknowledged, the ASSIGNOR hereby irrevocably and worldwide assigns and ASSIGNEE hereby accepts:

- 2.1 all rights, title and interest in the IPRs, without any limitation as to geographical scope, language, means of exploitation and for the whole life of the IPRs, any renewals and extensions thereto, including the associated goodwill to any trade marks, trade names and signs used in business, and together with the right to bring proceedings and all remedies associated therewith in respect of any passing-off or infringement of the IPRs, trade marks and any other rights which may have occurred prior to the date hereof in the United Kingdom, or in any other country of the world where applicable, and the right to retain any monies thereby generated and TO HOLD unto the ASSIGNEE, its successors and assigns ABSOLUTELY;

- 2.2 the right to extend protection of any United Kingdom (and where applicable, European Trade Marks) trade mark into overseas territories, as well as the right to claim priority under the Paris Convention for the Protection of the Intellectual Property in any country.
- 2.3 The ASSIGNOR hereby UNDERTAKES to the ASSIGNEE that ASSIGNOR will make any oath, sign any declaration or do any other thing which the ASSIGNEE may require in order that the aforesaid IPRs shall vest in the ASSIGNEE absolutely;
- 2.4 The ASSIGNEE will be responsible, at its own cost, for requesting the recordal of this Assignment before any national IP offices, if required and to maintain the validity of any assigned IPRs.

3 PROCEEDINGS

This Assignment shall include the right for the ASSIGNEE to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the IPRs whether occurring before, on or after the date of this Assignment. The ASSIGNOR agrees and undertakes to provide to the ASSIGNEE (at its request) all such reasonable assistance with any proceedings which may be brought by or against the ASSIGNEE against or by any third party in relation to the IPRs and the ASSIGNEE shall indemnify the ASSIGNOR in respect of all costs and expenses (including reasonable legal costs) actually incurred by them in providing the ASSIGNEE with such assistance.

4 ASSIGNOR COVENANTS

The Assignors covenant:

- 4.1 that at the request and cost of the ASSIGNEE and from time to time they will execute or procure the execution of such deeds or documents and do or procure the doing of such acts and things as may be necessary or desirable to give effect to this Assignment in particular all documents required by the ASSIGNEE to effect the recordal or registration of the assignment of any of the IPRs; and
- 4.2 that it has renounced any rights which it may have in respect of any and all of the IPRs.

5 WARRANTIES

The ASSIGNOR warrants that as at the date of this Assignment:

- 5.1 any and all registrations of the IPRs, where applicable, such as for the Trade Marks have been maintained and are in force, with all relevant renewal fees paid;
- 5.2 it has not granted any licence or assigned any rights of any nature in the registered IPRs or copyrighted work generated by ASSIGNOR to any third party in any part of the world; and
- 5.3 it is not aware to the best of its knowledge of any third parties' IP rights conflicts that the use and exploitation by ASSIGNEE may encounter.
- 5.4 NO OTHER WARRANTIES are hereby granted.

6 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or any law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7 ENTIRE AGREEMENT

This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8 JURISDICTION AND GOVERNING LAW

This Assignment, and any dispute or claim arising under, out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance

with the law of England and Wales. The parties to this Assignment irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

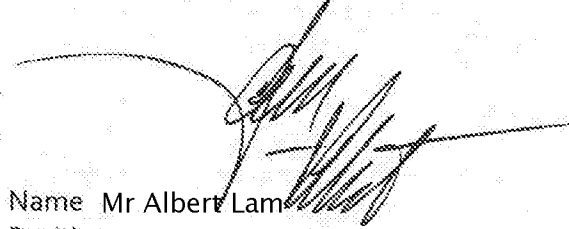
IN WITNESS of which the parties to this Assignment have executed it on the date first written in this Assignment.

Detriot Electric Holdings Limited

DE Innovation Lab Limited



Name Mr Albert Lam
Position DIRECTOR



Name Mr Albert Lam
Position DIRECTOR

SCHEDULE A

1. Intellectual Property List

PATENT APPLICATION

USA

IPR Type	Country of Filing	Application Number	Title
Patent	USA	US14/674,342	HOME CHARGING AND POWER BACK UP UNIT

TRADE MARK REGISTRATIONS

EU

Registration Date	Registration No.	Mark	Classes
24/05/2014 – 24/05/2024	011740801	SP:01	12, 25 and 37

USA

Registration Date	Registration No.	Mark	Classes
06/05/2014 – 06/05/2024	4,524,597	SP:01	12

Japan

Registration Date	Registration No.	Mark	Classes
09/08/2013 – 08/08/2023	5606489 (Previous application 3013-029219)	SP:01	12

China

Registration Date	Registration No.	Mark	Classes
28/09/2014- 27/09/2024	12470520	SP:01	12