

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARBOC Technologies, LLC		10/24/2017	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARBOC Specialty Vehicles, LLC		
<b>Street Address:</b>	51165 Greenfield Parkway		
<b>City:</b>	Middlebury		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46540		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3918633	RANDOM ACCESS	
<b>Registration Number:</b>	3665198	SPIRIT OF MOBILITY	
<b>Registration Number:</b>	4411464	SPIRIT OF FREEDOM	
<b>Registration Number:</b>	4296129	SPIRIT OF LIBERTY	
<b>Serial Number:</b>	85390375	SPIRIT OF INDEPENDENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	prosecutiondocketing@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	4747 Executive Dr.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	91963.00003		
<b>NAME OF SUBMITTER:</b>	Laura C. Yip		
<b>SIGNATURE:</b>	/Laura C. Yip/		
<b>DATE SIGNED:</b>	11/21/2017		
<b>Total Attachments: 9</b>			

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**TERMINATION AGREEMENT**

THIS TERMINATION AGREEMENT (this "Agreement") is made as of October 24, 2017 (the "Effective Date"), by and between ARBOC Technologies, LLC, a Michigan limited liability company ("IP Technologies"), James and Corrine Bartel (the "Bartels"), The Spirit of Alexandria Foundation, a Michigan nonprofit corporation (the "Foundation" and collectively with IP Technologies and the Bartels, the "IP Group"), and ARBOC Specialty Vehicles, LLC, a Delaware limited liability company ("ARBOC"). IP Technologies, the Bartels, the Foundation, and ARBOC are each referred to herein as a "Party" and, collectively, the "Parties".

[REDACTED]

WHEREAS, pursuant to that certain Security Agreement, dated August 29, 2011 (the "Security Agreement"), by and between ARBOC and IP Technologies, ARBOC granted to IP Technologies a security interest in and to the intellectual property set forth on Exhibit A hereto, recorded with the United States Patent and Trademark Office with respect to patents at reel/frame 026883/0570 and with respect to trademarks at reel/frame 4620/0204; and

[REDACTED]

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

[REDACTED]

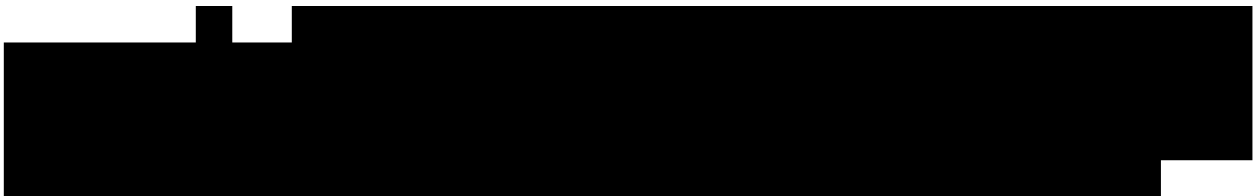
2. Delivery of Intellectual Property Assignment and Releases. IP Technologies hereby irrevocably and unconditionally transfers, assigns to ARBOC all right, title and interest in and to the patent set forth on Exhibit B attached hereto (the "Assigned Patent"), the inventions disclosed therein, and all future patents that may issue from the Assigned Patent throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding, and the right to

claim priority to any of the preceding, the same to be held by ARBOC for ARBOC's own use and enjoyment, and for the use and enjoyment of ARBOC's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by IP Technologies if this assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Assigned Patent, all claims for damages by reason of past, present and future infringements of the Assigned Patent and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of ARBOC and its successors, assigns and other legal representatives. IP Technologies hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in the intellectual property set forth on Exhibit A attached hereto granted pursuant to the Security Agreement. IP Group, on behalf of each entity (or person) and its affiliates, agrees to provide promptly upon request any and all additional transfer, assignment and release documents with respect to any intellectual property owned by ARBOC, including pursuant to the Contribution Agreement, to the extent any of such entities or persons have any right, title or interest with respect to such intellectual property.

[REDACTED]

[REDACTED]

[REDACTED]





6. Miscellaneous.

(a) This Agreement will be binding upon and inure to the benefit of each Party and its successors and permitted assigns.

(b) This Agreement constitutes the entire agreement of the Parties as between one another regarding this topic, superseding all prior documents and decisions regarding this topic, including the Contribution Agreement, and it may not be amended except by a writing signed by the Parties and specifically referring to this Agreement.

(c) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction, without regard to principles of conflicts of laws. Each of the Parties hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States located in the County of New Castle for any action arising out of or relating to this Agreement (and agrees not to commence any action relating thereto except in such courts), (ii) waives and agrees not to plead or claim in any such court that any action brought in any such court that any such action brought in any such court has been brought in an inconvenient forum, and (iii) waives any and all right to trial by jury in any action arising out of or related to this Agreement or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party.

(d) This Agreement may be executed in multiple counterparts (including by means of telecopied or e-mailed signature pages), any one of which need not contain the signature of the other Party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of a PDF email, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first above written.

**IP TECHNOLOGIES:**

ARBOC TECHNOLOGIES, LLC

By: James Bartel  
Name: JAMES S BARTEL  
Title: MANAGING MEMBER

**BARTELS:**

James Bartel  
James Bartel  
Corrine Bartel  
Corrine Bartel

**THE FOUNDATION:**

THE SPRIT OF ALEXANDRIA FOUNDATION

By: Leah Bennett  
Name: Leah Bennett  
Title: PRESIDENT

**ARBOC:**

ARBOC SPECIALTY VEHICLES, LLC

By: Don W. Roberts  
Name: Don W. Roberts  
Title: PRESIDENT & CEO

[SIGNATURE PAGE TO TERMINATION AGREEMENT]

**EXHIBIT A**

See attached.



**EXHIBIT A – COLLATERAL DESCRIPTION**

All of Debtor's right, title and interest in and to all patents and applications including any and all related patents and applications in foreign countries, which may issue therefor and any continuation, division, reissue, renewal, or revival applications or patents, trademarks, know-how, designs, and all other intellectual property of every kind or nature, and further including all goodwill associated with the following items:

<b>PATENT FILINGS</b>	<b>NATION</b>	<b>STATUS</b>	<b>NUMBER/ SERIAL NO.</b>
MASS TRANSIT VEHICLE (DT 1408-001)	USA	Issued United States Patent On 09/28/2010	U.S. Patent No. 7,802,801
MASS TRANSIT VEHICLE (DT 1408-001C1)	USA	Pending & Published United States Patent Application Filed On 09/27/10	U.S. Patent Publication 2011/0068566Pu blished On 03/24/11
MASS TRANSIT VEHICLE	Australia	Pending Australian Application Filed On 10/01/08	Serial No. 2008- 308790
MASS TRANSIT VEHICLE	Canada	Pending Canadian Application Filed On 10/01/08	Serial No. 2,701,127
MASS TRANSIT VEHICLE	Mexico	Pending Mexican Application Filed On 10/01/08	Serial No. 2010- 003268
<b>TRADEMARK FILINGS</b>	<b>NATION</b>	<b>STATUS</b>	<b>NUMBER/ SERIAL NO.</b>
SPIRIT OF FREEDOM	USA	Pending, Filed On 05/12/11	85/319,261
SPIRIT OF INDEPENDENCE	USA	Pending, Filed On 08/05/11	85/390,375
		Pending, Filed On	85/319,284

SPIRIT OF LIBERTY	USA	08/05/11	
SPIRIT OF MOBILITY	USA	Registration Issued On 08/04/09	3,665,198
RANDOM ACCESS	USA	Registration Issued On 02/15/11	3,918,633

(collectively, **“Intellectual Property”**); and

Any and all products and proceeds of any of the Intellectual Property (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to, or destruction of any or all of the Intellectual Property) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds (collectively, with the Intellectual Property, the **“Collateral”**).

All terms used herein which are defined in the Uniform Commercial Code of the State of Indiana, as amended from time to time (the **“UCC”**), shall have the meaning assigned to them in the UCC.

**EXHIBIT B**

**Assigned Patent**

<b>App No.</b>	<b>Pat. No.</b>	<b>Pub. No.</b>	<b>Title</b>
13/762,458	8807575	20130168165	MASS TRANSIT VEHICLE