

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468775

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900435102  |

## CONVEYING PARTY DATA

| Name         | Formerly | Execution Date | Entity Type           |
|--------------|----------|----------------|-----------------------|
| Brammo, Inc. |          | 11/01/2017     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | CEB Holdco, LLC                    |
| <b>Street Address:</b> | 500 Jackson Street                 |
| <b>City:</b>           | Columbus                           |
| <b>State/Country:</b>  | INDIANA                            |
| <b>Postal Code:</b>    | 47201                              |
| <b>Entity Type:</b>    | Limited Liability Company: INDIANA |

## PROPERTY NUMBERS Total: 15

| Property Type  | Number   | Word Mark                 |
|----------------|----------|---------------------------|
| Serial Number: | 86713305 |                           |
| Serial Number: | 86711657 | BRAMMO DIGITAL DRIVETRAIN |
| Serial Number: | 86713281 | BRAMMO DIGITAL DRIVETRAIN |
| Serial Number: | 86776226 |                           |
| Serial Number: | 86711663 | BRT                       |
| Serial Number: | 86713295 | POWERED BY BRAMMO         |
| Serial Number: | 86776218 | BRAMMO                    |
| Serial Number: | 87094862 | BRAMMO                    |
| Serial Number: | 77908995 | BRAMMO                    |
| Serial Number: | 85841117 | BRAMMO                    |
| Serial Number: | 86776223 | BRAMMO                    |
| Serial Number: | 86711660 | BRAMMO POWER              |
| Serial Number: | 86713286 | BRAMMO POWER              |
| Serial Number: | 85826417 |                           |
| Serial Number: | 86776229 |                           |

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3127018601  
**Email:** ipdocket@mayerbrown.com, ahintz@mayerbrown.com,  
druff@mayerbrown.com, kyoung@mayerbrown.com  
**Correspondent Name:** Deborah Schavey Ruff c/o Mayer Brown LLC  
**Address Line 1:** P.O. Box 2828  
**Address Line 4:** Chicago, ILLINOIS 60690-2828

|                           |                        |
|---------------------------|------------------------|
| <b>NAME OF SUBMITTER:</b> | Deborah Schavey Ruff   |
| <b>SIGNATURE:</b>         | /deborah schavey ruff/ |
| <b>DATE SIGNED:</b>       | 04/06/2018             |

**Total Attachments: 9**

source=Project Hummingbird\_ Fully Executed IP Assignment Agreement#page1.tif  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of November 1, 2017 by and between BRAMMO, INC., a Delaware corporation (“*Assignor*”) and CEB HOLDCO, LLC, an Indiana limited liability company (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

This Assignment is being entered into pursuant to the conditions set forth in that certain Asset Purchase Agreement entered into by and among Assignor, Assignee and Cummins Inc., an Indiana corporation and the ultimate parent of Assignee (“*Parent*”) dated as of October 12, 2017 (as amended, restated, modified, supplemented or otherwise changed from time to time in accordance with its terms, the “*Purchase Agreement*”), and as a material inducement to the willingness of Assignee and Parent to closing and consummate the transactions contemplated by the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has acquired, all right, title and interest in and to the Purchased Assets, including, without limitation, all right, title and interest, on a worldwide basis, in and to (i) the intellectual property listed on SCHEDULE 1, SCHEDULE 2 and SCHEDULE 3 attached hereto and (ii) any and all other Intellectual Property Rights of Assignor, other than those expressly and specifically included among the Excluded Intellectual Property (collectively, the “*Assigned Intellectual Property Rights*”), and the parties wish to record such assignment and acquisition in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable. It being understood, for the avoidance of doubt, that the Assigned Intellectual Property Rights do not include the Intellectual Property Rights of Assignor expressly and specifically included among the Excluded Intellectual Property.

NOW, THEREFORE, in consideration for the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. ASSIGNMENT OF PATENTS.** Effective as of date of and pursuant to the Purchase Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee and its successors, assigns and legal representatives all of Assignor’s right, title and interest of every kind and nature throughout the world in and to (i) any and all patents and patent applications listed on SCHEDULE 1 attached hereto and all inventions and improvements described and claimed therein (including, without limitation, patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights), (ii) all licenses for the use of the patents, (iii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iv) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing, (v) all rights corresponding to any of the foregoing throughout the world and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

2. **ASSIGNMENT OF TRADEMARK IP.** Effective as of the date of and pursuant to the Purchase Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee and its successors, assigns and legal representatives all of Assignor's right, title and interest of every kind and nature throughout the world in and to (i) any and all Trademarks, common law marks, trademark applications and trademark registrations listed on SCHEDULE 2 attached hereto and all goodwill of any business associated and connected therewith or symbolized thereby, (ii) all extensions and renewals of any such application, registration and filing, (iii) all licenses for the use of the trademarks, (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (v) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing, (vi) all rights corresponding to any of the foregoing throughout the world and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives (collectively, the "*Trademark IP*"). Notwithstanding anything to the contrary contained herein, the Trademark IP shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the contribution, assignment and/or conveyance of the Trademark IP hereunder, including, without limitation, all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

3. **ASSIGNMENT OF COPYRIGHTS.** Effective as of date of and pursuant to the Purchase Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee and its successors, assigns and legal representatives all of Assignor's right, title and interest of every kind and nature throughout the world in and to (i) any and all Copyrights and copyright registrations listed on SCHEDULE 3 attached hereto, (ii) all extensions and renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights, (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (v) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing, (vi) all rights corresponding to any of the foregoing throughout the world and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

4. **SUCCESSORS.** This Assignment shall inure to the benefit of, and is binding upon, the respective successors and assigns of Assignor and Assignee. Assignor hereby acknowledges and agrees that Parent and its Affiliates are express and intended beneficiaries of Assignee, including with respect to all rights and remedies granted or available to Assignee pursuant to the provisions contained herein or as a result of the transactions contemplated hereby and, as such, Parent or any such Affiliate shall be entitled to enforce this Assignment against Assignor directly on its or their own behalf or names.

5. **GOVERNING LAW.** This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect of patent, trademark and copyright issues and (ii) the laws of the State of Delaware (without giving effect to the conflict of laws rules thereof) in all other

respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect.

6. **COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

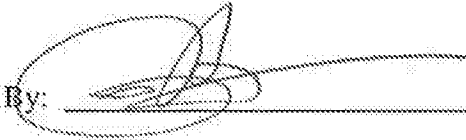
7. **MISCELLANEOUS.** This Assignment is subject to all of the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only, and its terms shall not modify the applicable terms and conditions of the Purchase Agreement which govern the parties' rights and interests in the Purchased Assets, including, for the avoidance of doubt, those relating to the obligations of Assignor to execute, deliver and/or provide any other documents, instruments, certificates or agreements evidencing and/or facilitating the sale, transfer, assignment, delivery and conveyance by Assignor of the Assigned Intellectual Property Rights or any other Purchased Assets to Assignee.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the date first written above.

*"Assignor"*

BRAMMO, INC.

By: 

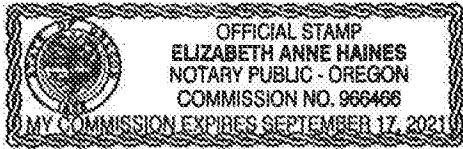
Name: CRAIG BRAMSCHER

Title: CEO

STATE OF Oregon )  
 ) ss.  
COUNTY OF Tackson )

Before me, the undersigned authority, on this 27<sup>th</sup> day of October, 2017, personally appeared Craig Bramscher known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor referenced above.

Elizabeth Anne Haines  
(Name of Notary Public)



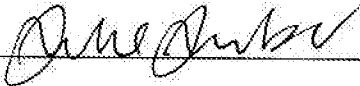
Elizabeth Anne Haines  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

*"Assignee"*

CEB HOLDCO LLC

By: 

Name: Julie Furber





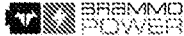

Title: President





**SCHEDULE 1 - PATENTS**

| <b><u>Title</u></b>  | <b><u>Country</u></b> | <b><u>Filing Date</u></b> | <b><u>Patent/Appl. No.</u></b> | <b><u>Issue Date</u></b> |
|--|-----------------------|---------------------------|--------------------------------|--------------------------|
| Method and Apparatus for Adjusting Throttle Control Signals in Electric Vehicles | US                    | 2009-09-01                | 8,333,258                      | 2012-12-18               |
| Electronic Park Brake System for Electric Vehicles                               | US                    | 2014-01-29                | 9,050,905                      | 2015-06-09               |
| Method and Apparatus for Preventing Over-Shifting On Electric Vehicles           | US                    | 2014-01-21                | 9,132,825                      | 2015-09-15               |
| Electric Motorcycle with Adjustable Squat Ratio Isolated from Vehicle Geometry   | US                    | 2015-04-15                | 9,340,254                      | 2016-05-17               |
| Battery Pack and Method of Manufacture   | US                    | 2016-04-03                | 62/317,604                     | n/a                      |
| Battery Pack and Method of Manufacture   | US                    | 2016-10-25                | 62/412,425                     | n/a                      |
| Battery Pack and Method of Manufacture   | WO                    | 2017-03-23                | PCT/US17/023776                | n/a                      |
| Battery Pack and Method of Manufacture   | US                    | 2017-05-09                | 15/525,346                     | n/a                      |




**SCHEDULE 2 – TRADEMARK IP**

| <u>Mark</u>   | <u>Country</u> | <u>Ser. No.</u> | <u>File Date</u>    | <u>Reg. No.</u> | <u>Reg. Date</u>      |
|---|----------------|-----------------|---------------------|-----------------|-----------------------|
| BULL'S HEAD &<br>DESIGN<br>                  | US             | 86713305        | August 3,<br>2015   | N/A             | N/A                   |
| BRAMMO DIGITAL<br>DRIVETRAIN  | US             | 86711657        | July 31, 2015       | N/A             | N/A                   |
| BRAMMO DIGITAL<br>DRIVETRAIN &<br>Design<br> | US             | 86713281        | August 3,<br>2015   | N/A             | N/A                   |
| Stylized Bull's Head<br>Design<br>           | US             | 86776226        | October 2,<br>2015  | N/A             | N/A                   |
| BRT   | US             | 86711663        | July 31, 2015       | N/A             | N/A                   |
| POWERED BY<br>BRAMMO & Design<br>          | United States  | 86713295        | August 3,<br>2015   | N/A             | N/A                   |
| BRAMMO  | US             | 86776218        | October 2,<br>2015  | N/A             | N/A                   |
| BRAMMO  | US             | 87094862        | July 6, 2016        | N/A             | N/A                   |
| BRAMMO  | US             | 77908995        | January 11,<br>2010 | 3831681         | August 10, 2010       |
| BRAMMO  | US             | 85841117        | February 5,<br>2013 | 5045826         | September 20,<br>2016 |
| BRAMMO  | US             | 86776223        | October 2,<br>2015  | 4913800         | March 8, 2016         |
| BRAMMO POWER  | US             | 86711660        | July 31, 2015       | 4949835         | May 3, 2016           |
| BRAMMO POWER &<br>Design<br>               | US             | 86713286        | August 3,<br>2016   |                 | May 3, 2016           |
| Stylized Bull's Head<br>Design<br>         | US             | 85826417        | January 18,<br>2013 | 4550077         | June 17, 2014         |
| Stylized Bull's Head<br>Design  | US             | 86776229        | October 2,<br>2015  | 4908877         | March 1, 2016         |

|   |                            |          |                  |           |                   |
|---|----------------------------|----------|------------------|-----------|-------------------|
|                                  |                            |          |                  |           |                   |
| BRAMMO  | Canada                     | 1287973  | January 30, 2006 | TMA816796 | February 2, 2012  |
| BRAMMO  | Chile                      | 999643   | March 23, 2012   | 1035235   | September 5, 2013 |
| BRAMMO  | China                      | 20611783 | July 12, 2016    | N/A       | N/A               |
| BRAMMO  | China                      | 20611784 | July 12, 2016    | N/A       | N/A               |
| BRAMMO  | China                      | 20611785 | July 12, 2016    | N/A       | N/A               |
| Stylized Bull's Head Design<br>  | China                      | 20611786 | July 12, 2016    | N/A       | N/A               |
| Stylized Bull's Head Design<br>  | China                      | 20611787 | July 12, 2016    | N/A       | N/A               |
| Stylized Bull's Head Design<br> | China                      | 20611788 | July 12, 2016    | N/A       | N/A               |
| BRAMMO  | European Union             | 1113920  | March 14, 2012   | 1113920   | March 12, 2013    |
| BRAMMO  | International Registration | 1113920  | March 14, 2012   | 1113920   | March 14, 2012    |
| BRAMMO  | Norway                     | 1113920  | March 14, 2012   | 1113920   | March 14, 2012    |
| BRAMMO  | Switzerland                | 1113920  | March 14, 2012   | 1113920   | March 14, 2012    |

**SCHEDULE 3 - COPYRIGHTS**

| <u>Title</u>   | <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|----------------|-----------------|------------------|
| Bull's Head Design  | US             | VA0001953150    | May 1, 2015      |