

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cummins Battery Systems North America LLC		08/31/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Cummins Inc.		
Street Address:	500 Jackson Street		
City:	Columbus		
State/Country:	INDIANA		
Postal Code:	47201		
Entity Type:	Corporation: 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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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

Phone: 3127017156
Email: ipdocket@mayerbrown.com, ahintz@mayerbrown.com
Correspondent Name: Mayer Brown LLP
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Andrea L. Hintz
SIGNATURE:	/andrea l. hintz/
DATE SIGNED:	08/31/2018

Total Attachments: 3

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United States Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is entered into as of this 31st day of August, 2018 by and between **Cummins Battery Systems North America LLC** (the "Assignor"), a limited liability company organized and existing under the laws of Indiana, located at 500 Jackson St., Columbus, Indiana 47201, and **Cummins Inc.** (the "Assignee"), a corporation organized and existing under the laws of Indiana, located at 500 Jackson St., Columbus, Indiana 47201.

The Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain U.S. trademarks and service marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Patent and Trademark Office as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Trademarks");

WHEREAS, the Assignee desires to acquire all of Assignor's rights, title and interest in and to the Trademarks in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

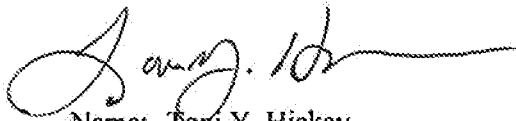
1. Effective as of the date of this Agreement, Assignor hereby assigns to Assignee and its successors, assigns and legal representatives, all of Assignor's right, title and interest of every kind and nature in and to (i) any and all Trademarks, common law marks, trademark applications and trademark registrations, including those listed in Exhibit A 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").
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks, and that the assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third parties.
3. The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks or own registrations or pending applications for the registrations of the Trademarks.
4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
5. Miscellaneous.
 - a. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof. No modifications of, or additions to, this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.

- b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Indiana, without giving effect to the conflict of laws rules thereof, in all respects, including as to validity (except for trademark issues), interpretation and effect.
- c. 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.
- d. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:
Cummins Battery Systems North America LLC

By:

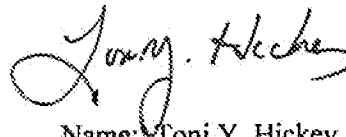


Name: Toni Y. Hickey

Title: Deputy General Counsel

ASSIGNEE:
Cummins Inc.

By:



Name: Toni Y. Hickey

Title: Deputy General Counsel

EXHIBIT A

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
BULL'S HEAD & DESIGN	US	86713305	August 3, 2015	N/A	N/A
BRAMMO DIGITAL DRIVETRAIN	US	86711657	July 31, 2015	N/A	N/A
BRAMMO DIGITAL DRIVETRAIN & Design	US	86713281	August 3, 2015	N/A	N/A
Stylized Bull's Head Design	US	86776226	October 2, 2015	N/A	N/A
BRT	US	86711663	July 31, 2015	N/A	N/A
POWERED BY BRAMMO & Design	US	86713295	August 3, 2015	N/A	N/A
BRAMMO	US	86776218	October 2, 2015	N/A	N/A
BRAMMO	US	87094862	July 6, 2016	N/A	N/A
BRAMMO	US	77908995	January 11, 2010	3831681	August 10, 2010
BRAMMO	US	85841117	February 5, 2013	5045826	September 20, 2016
BRAMMO	US	86776223	October 2, 2015	4913800	March 8, 2016
BRAMMO POWER	US	86711660	July 31, 2015	4949835	May 3, 2016
BRAMMO POWER & Design	US	86713286	August 3, 2016	4949947	May 3, 2016
Stylized Bull's Head Design	US	85826417	January 18, 2013	4550077	June 17, 2014
Stylized Bull's Head Design	US	86776229	October 2, 2015	4908877	March 1, 2016