

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508481

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|---|---|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Intellectual Property Collateral Lien Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY | | 11/04/2018 | Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | DP WORLD FZE | | |
| Street Address: | DP World, 5th Floor | | |
| Internal Address: | LOB 17, JAFZA | | |
| City: | Dubai | | |
| State/Country: | UNITED ARAB EMIRATES | | |
| Entity Type: | limited company: UNITED ARAB EMIRATES | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86531572 | HYPERLOOP | |
| Serial Number: | 86531581 | | |
| Serial Number: | 86790905 | | |
| Serial Number: | 86790925 | | |
| Serial Number: | 86790944 | INFINITYLOOP | |
| Serial Number: | 86790963 | INFINITYLOOP | |
| Serial Number: | 86839132 | LA MACHINA | |
| Serial Number: | 86868313 | HYPERLOOP IS REAL | |
| Serial Number: | 86883204 | LOOP | |
| Serial Number: | 86883212 | LOOPER | |
| Serial Number: | 86883217 | LOOPING | |
| Serial Number: | 86907619 | TRANSPONICS | |
| Serial Number: | 87035463 | HYPERLOOP ONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128278185 | | |
| <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> | | | |
| Email: | valerie.swanson@klgates.com | | |

CH \$340.00 86531572

TRADEMARK

Correspondent Name: K&L Gates LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER: 2815481-79

NAME OF SUBMITTER: Donald E. Bingham

SIGNATURE: /Donald E. Bingham/

DATE SIGNED: 02/04/2019

Total Attachments: 6

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN AGREEMENT** (this “**Assignment**”), dated as of November 4, 2018 is made by **THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY** (“**Assignor**”), in favor of **DP WORLD FZE**, as collateral agent for the Purchasers from time to time party to the Purchase Agreement described below (in such capacity, “**Assignee**”).

RECITALS:

A. Hyperloop Technologies, Inc., a Delaware corporation (the “**Company**”), the purchasers party thereto, and Assignor, as collateral agent for the purchasers thereunder, entered into that certain Subordinated Secured Convertible Promissory Note Purchase Agreement dated as of December 18, 2017 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Purchase Agreement**”).

B. The Company executed and delivered an Intellectual Property Security Agreement dated as of January 25, 2018 and recorded with the United States Patent and Trademark Office on February 5, 2018 at Reel/Frame 6266/0205 and Reels/Frames 045252/0397 and 046993/0499, respectively, with respect to the registered trademarks identified on Schedule I attached hereto and registered patents identified on Schedule II attached hereto (the “**Recorded Intellectual Property Collateral Lien**”) in favor of the Assignor pursuant to which the Company granted a security interest to the Assignor in the “Intellectual Property Collateral” defined therein.

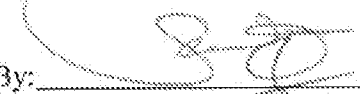
C. The Company, Assignor, the Assignee and certain purchasers under the Purchase Agreement entered into that certain Intercreditor Agreement and Amendment dated as of November 4, 2018 (the “**Amendment**”) pursuant to which (i) Assignor resigned as agent for the Purchasers and the Purchasers appointed Assignee as successor collateral agent for the Purchasers and (ii) Assignor agreed to assign all of the Assignor’s rights, titles and interests in and to the Recorded Intellectual Property Security Agreement to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign all of the Assignor’s right, title or interest in and to the Recorded Intellectual Property Security Agreement to Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Collateral Lien to be executed this 4th day of November, 2018.

**THE PENINSULAR AND ORIENTAL STEAM
NAVIGATION COMPANY**

By: 
Name: Sammad Qureshi
Title: Director

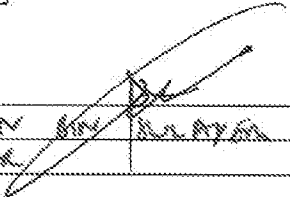
Acknowledged and Agreed:

DP WORLD FZE

By:

Name: SULTAN bin SAAD bin

Title: Ad. Exec.



SCHEDULE I

Trademarks (Recorded at Reel/Frame: 6266/0205)

| Property Type | Number | Word Mark |
|-----------------------|---------------|-------------------|
| Serial Number: | 86531572 | HYPERLOOP |
| Serial Number: | 86531581 | |
| Serial Number: | 86790905 | |
| Serial Number: | 86790925 | |
| Serial Number: | 86790944 | INFINITYLOOP |
| Serial Number: | 86790963 | INFINITYLOOP |
| Serial Number: | 86839132 | LA MACHINA |
| Serial Number: | 86868313 | HYPERLOOP IS REAL |
| Serial Number: | 86883204 | LOOP |
| Serial Number: | 86883212 | LOOPER |
| Serial Number: | 86883217 | LOOPING |
| Serial Number: | 86907619 | TRANSPONICS |
| Serial Number: | 87035463 | HYPERLOOP ONE |

SCHEDULE II
Patents (Recorded at Reel/Frame: 045252/0397)

| Property Type | Number |
|----------------------|---------------|
| Patent Number: | 9718630 |
| Patent Number: | 9511959 |
| Patent Number: | 9517901 |
| Patent Number: | 9604798 |
| Patent Number: | 9599235 |
| Patent Number: | 9566987 |
| Patent Number: | 9764648 |
| Patent Number: | 9641117 |
| Patent Number: | 9809232 |
| Application Number: | 15007829 |
| Application Number: | 15007993 |
| Application Number: | 15007940 |
| Application Number: | 15007745 |
| Application Number: | 15291563 |
| Application Number: | 15298905 |
| Application Number: | 15338102 |
| Application Number: | 15374230 |
| Application Number: | 15434622 |
| Application Number: | 15452107 |
| Application Number: | 15471522 |
| Application Number: | 15471720 |
| Application Number: | 15478800 |
| Application Number: | 15591452 |
| Application Number: | 15639190 |
| Application Number: | 15653927 |
| Application Number: | 15670771 |
| Application Number: | 15675034 |

| | |
|---------------------|----------|
| Application Number: | 15689860 |
| Application Number: | 15718473 |
| Application Number: | 15820663 |
| Application Number: | 62594210 |
| Application Number: | 62274980 |
| Application Number: | 62559241 |
| Application Number: | 62554287 |
| Application Number: | 62558886 |
| Application Number: | 62566871 |
| Application Number: | 62578875 |
| Application Number: | 62464706 |
| Application Number: | 62471773 |
| Application Number: | 62471740 |
| Application Number: | 62478948 |
| Application Number: | 62500735 |
| Application Number: | 62503571 |
| Application Number: | 62527567 |
| Application Number: | 62528800 |
| Application Number: | 62514276 |
| Application Number: | 62478338 |
| Application Number: | 62535595 |
| Application Number: | 62537689 |
| Application Number: | 62582033 |
| Application Number: | 62583489 |

Patents (Recorded at Reel/Frame: 046993/0499)

| Property Type | Number |
|----------------|---------|
| Patent Number: | 9533697 |
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