

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/30/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Volta Industries, Inc.		07/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Volta Charging, LLC		
Street Address:	155 De Haro Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3900387	VOLTA	
Serial Number:	88430280	VOLTA	
Serial Number:	88457645	VOLTA	
Serial Number:	88430289	DRIVE FORWARD	
Serial Number:	88430283	VOLTA CHARGING	
Serial Number:	87662716		
Serial Number:	87662696		
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	130066-4000		
NAME OF SUBMITTER:	Patchen M. Haggerty		

OP \$190.00 3900387

SIGNATURE:	/Patchen M. Haggerty/
DATE SIGNED:	07/02/2019
Total Attachments: 3 source=Trademark_Assignment_Agreement_-_Volta_Industries_to_Volta_Charging_7_2_19#page1.tif source=Trademark_Assignment_Agreement_-_Volta_Industries_to_Volta_Charging_7_2_19#page2.tif source=Trademark_Assignment_Agreement_-_Volta_Industries_to_Volta_Charging_7_2_19#page3.tif	

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement (the “Agreement”) is made by and between Volta Industries, Inc., a Delaware corporation with a principal place of business at 155 De Haro Street, San Francisco, California 94103 (the “Assignor”), and Volta Charging, LLC, a Delaware limited liability company with a principal place of business at 155 De Haro Street, San Francisco, California 94103 (the “Assignee”).

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in and to the U.S. federal trademark registrations and applications set forth on Exhibit A (the “Marks”);

WHEREAS, Assignee, as the successor to the business to which the Marks pertain, is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks, including without limitation the goodwill represented thereby, on the terms and conditions contained in this Agreement; and

WHEREAS, Assignee intends to continue the business of Assignor relating to the Marks in the United States.

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

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks in the United States, and any registrations therefor, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks in the United States, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, *Nunc Pro Tunc* effective as of June 30, 2019 (the “Assignment Effective Date”). The Marks are being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Marks to Assignee as the assignee of the entire right, title and interest therein or otherwise as Assignee may direct effective as of the Assignment Effective Date, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Survival. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

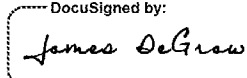
5. Choice of Law. The laws of the state of California, United States of America, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the principle of conflicts of law. Any action or any dispute arising out of this Agreement shall be tried exclusively in the federal or state courts in California, and the parties consent to the jurisdiction and venue of such courts.

6. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. This Agreement may be executed by facsimile or by electronic signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below and such Agreement is effective as of the Assignment Effective Date.

Executed as of this 2nd day of July, 2019.

VOLTA INDUSTRIES, INC. (Assignor)

By: 
Name: James DeGraw
Title: General Counsel

VOLTA CHARGING, LLC (Assignee)

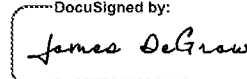


By: 
Name: James DeGraw
Title: General Counsel

EXHIBIT A

U.S. REGISTERED AND PENDING MARKS:

Mark	Classes	Status	Registration Date	Registration/ Serial Number
VOLTA	009	REGISTERED	January 4, 2011	3,900,387
VOLTA	009, 035, 037	PENDING		88/430,280
VOLTA	009, 035, 037	PENDING		88/457,645
DRIVE FORWARD	009, 037	PENDING		88/430,289
VOLTA CHARGING	009, 037	PENDING		88/430,283
	009, 037	PENDING		87/662,716
	009, 037	PENDING		87/662,696