

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workhorse Group Inc.		11/27/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Moog Inc.		
Street Address:	400 Jamison Road		
City:	Elma		
State/Country:	NEW YORK		
Postal Code:	14059		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5476952	SUREFLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7168443768		
Email:	adowney@hselaw.com		
Correspondent Name:	Anne F. Downey		
Address Line 1:	50 Fountain Plaza		
Address Line 2:	Suite 1000		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Anne F. Downey		
SIGNATURE:	/afd/		
DATE SIGNED:	06/03/2020		
Total Attachments: 1			
source=Trademark Assignment from Workhorse to Moog#page1.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of November 27, 2019 (the "Effective Date") by and between by and between **Workhorse Group Inc.**, a Nevada corporation, having offices at Loveland, Ohio, USA ("Assignor"), and **Moog Inc.**, a New York corporation having offices at 400 Jameson Road, East Aurora, New York 14059, USA ("Assignee"). Assignor and Assignee are referred to collectively as the "Parties."

WHEREAS, Assignor owns all right, title and interest in and to the registration and mark listed below (the "Trademark") and related goodwill:

US Reg. No. 5,476,952 for SUREFLY issued May 22, 2018

WHEREAS, the Parties desire that Assignor assign to Assignee all of its right, title, and interest in and to the Trademark and the goodwill attaching to and as symbolized by the Trademark, and that Assignee assume the responsibilities involved in ownership of the Trademark and related goodwill in the Trademark;

NOW, THEREFORE, in consideration of the mutual premises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark and the goodwill attaching to and as symbolized by the Trademark, including without limitation the right to sue for and recover damages with respect to any and all past, present and future infringements of the Trademark, and Assignee hereby assumes ownership of the Trademark and related goodwill in the Trademark.

2. **Counterparts.** This Agreement may be executed and delivered by facsimile or electronic mail signature and in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

ASSIGNOR:

WORKHORSE GROUP INC.

By: 

Name: Duane A. Hughes

Title: CEO

ASSIGNEE:

MOOG INC.

By: 

Name: David M. Norman

Title: Director, Growth and Innovation