

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900563396		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Motors LLC		02/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GM Cruise Holdings LLC		
Street Address:	333 Brannan Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6008158	CRUISE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-261-6538		
Email:	TMDocket@mofo.com		
Correspondent Name:	Muzamil Huq, Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	16795-6001.000		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/Muzamil Huq/		
DATE SIGNED:	09/02/2020		
Total Attachments: 2			
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03-30-2020(GM)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of February 4, 2020 by and between General Motors LLC ("Assignor"), a Delaware limited liability company with its principal place of business at 300 Renaissance Center, Detroit, MI 48265-3000, and GM Cruise Holdings LLC ("Assignee"), a Delaware limited liability company with its principal place of business at 333 Brannan St, San Francisco, CA 94107 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark CRUISE, United States Trademark Registration No. 6,008,158 for goods in International Class 9 identified as "computer software for the autonomous driving of motor vehicles" (the "Mark"), and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. Assignment.

Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith, and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Mark; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Assignor retains no rights to use the Mark and agrees not to challenge the validity of Assignee's ownership in the Mark.

2. COOPERATION.

Assignor agree to execute any documents, reasonably requested by the Assignee, to effectuate the intent of this Agreement.

3. MISCELLANEOUS.

This Agreement is made under and shall be construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Michigan to the rights and duties of the Parties. Neither Party shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid

03-30-2020(GM)

or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

GENERAL MOTORS LLC

By: [Signature]

Name: Timothy G. Gorbatoff

Title: Assistant Secretary

GM CRUISE HOLDINGS LLC

By: [Signature]

Name: Olivia Tsai

Title: Senior Managing Counsel - Intellectual Property