

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Powertrain Systems, LLC		02/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Agility Fuel Systems LLC		
Street Address:	3335 Susan Street, Suite 100		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5991678	AGILITY	
Registration Number:	3420026	LPI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Elenore Niu		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Elenore Niu		
SIGNATURE:	/elenoreniu/		
DATE SIGNED:	02/18/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of the 17th day of February, 2021 (the “**Effective Date**”), by and between, Agility Powertrain Systems, LLC, a Delaware limited liability company having a place of business at 3335 Susan Street, Suite 100, Costa Mesa, California 92626 (**ASSIGNOR**”), and Agility Fuel Systems LLC, a Delaware limited liability company having a place of business at 3335 Susan Street, Suite 100, Costa Mesa, California 92626 (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively the “**Trademarks**”) in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks, and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (collectively the “**Registrations**”);

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registrations worldwide, together with the goodwill, which is ongoing and existing, associated with the Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

ASSIGNOR hereby assigns and transfers to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

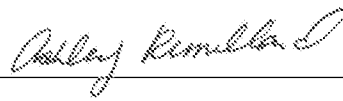
- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B;

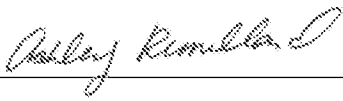
together with the goodwill, which is ongoing and existing, symbolized by said Trademarks and Registrations, and with any rights appurtenant thereto, including but not limited to, all common law rights, trade name rights, causes of action, and the right to prosecute any claims of infringement or other causes of action concerning the Trademarks and Registrations, including the right to prosecute any claims that might have arisen prior to the date of this Assignment, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the Effective Date.

Agility Powertrain Systems, LLC
(ASSIGNOR)

Agility Fuel Systems LLC
(ASSIGNEE)

Signed: 

Signed: 

Printed Name: Ashley Remillard

Printed Name: Ashley Remillard

Title: Vice President, Legal

Title: Vice President, Legal

Date: February 17, 2021

Date: February 2021

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks

1. AGILITY
2. LPI

SCHEDULE B – Trademark Registrations

Trademark	Country	Reg. No.
AGILITY	United States	5991678
LPI	United States	3420026

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