

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinetic Pty Ltd.		01/27/2022	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	DRiV Automotive Inc.		
Street Address:	500 N. Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2125913	KINETIC	
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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Anessa Owen Kramer		
Address Line 1:	c/o Honigman LLP, 39400 Woodward Ave		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	77115-456583		
NAME OF SUBMITTER:	Anessa Kramer		
SIGNATURE:	/anessa kramer/		
DATE SIGNED:	02/01/2022		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into by and between Kinetic Pty Ltd., an Australian corporation, with an address of 1326 South Road Clovelly Park AUSTRALIA SA 5042 (the "Assignor"), and DRiV Automotive Inc., a Delaware corporation, with an address of 500 N. Field Drive, Lake Forest, IL, U.S.A. 60045 (the "Assignee"), each of Assignor and Assignee a subsidiary of Tenneco Inc.

WHEREAS, Assignor desires to convey, transfer and assign to Assignee all of its interest in its intellectual property (the "Intellectual Property");

WHEREAS, the Intellectual Property is comprised of the trade names, trademarks and registrations identified on the attached Schedule A (the "Marks") and the patents and patent applications identified on the attached Schedule B (the "Patents");

WHEREAS, Assignee desires to acquire the Intellectual Property, including the Marks and all intellectual property rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A, and the Patents identified on Schedule B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee the Assignor's right, title and interest in and to:
 - (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby;
 - (b) the Patents identified on Schedule B and any divisions, reissues, continuations, continuations in-part, reexaminations, substitutions, renewals, and/or extensions thereof respectively, including the right of Assignee, its successors, assigns or other legal representatives to make applications and to receive patents and applications for the inventions and discoveries therein in any and all foreign countries/regions in its name, at its election, and all rights of priority in and to the Patents and inventions and discoveries therein to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its legal representatives, successors and assigns to the full end of the term of the Patents which may be granted on the inventions as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; and
 - (c) all works of authorship, trade secrets and all other intellectual property rights included in the Intellectual Property, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual

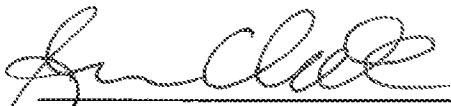
property and proprietary rights, in any of the foregoing.

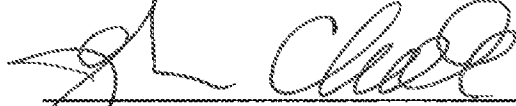
This Assignment shall include all rights which Assignor has enjoyed, including any and all rights of recovery based on past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Marks, the Patents, and the Intellectual Property.

- 2. **Additional Assignments.** The Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such documents, material, information, or assistance as Assignee may consider necessary.
- 3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed within the State of Delaware, without giving effect to any choice or conflict of law provision or rule.
- 4. **Binding Effect.** This Agreement and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Kinetic Pty Ltd

DRiV Automotive Inc.

By: 
 Name: John Cheek
 Title: Chief Intellectual Property Counsel
 Date: January 27, 2022

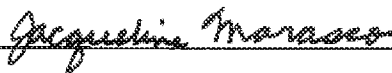
By: 
 Name: John Cheek
 Title: Chief Intellectual Property Counsel
 Date: January 27, 2022

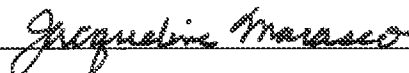
Notarization Certificate

Subscribed and sworn to by John Cheek before me on the 27th day of January 2022.

Notarization Certificate

Subscribed and sworn to by John Cheek before me on the 27th day of January 2022.

Signature 

Signature 

Printed name _____

Printed name _____

Notary public, State of Michigan, County of Oakland

Notary public, State of Michigan, County of Oakland

My commission expires _____

My commission expires _____

JACQUELINE MARASCO
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB
 MY COMMISSION EXPIRES Nov 8, 2023
 ACTING IN COUNTY OF Oakland

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