

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM719967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERIVE POWER, LLC		03/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DERIVE EFFICIENCY, LLC		
Street Address:	4150 CHURCH STREET		
City:	SANFORD		
State/Country:	FLORIDA		
Postal Code:	32771		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5615055	DERIVE VQ	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 North LaSalle Street, Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	48987.01.0151		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		
DATE SIGNED:	04/08/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into and is effective as of 3/15, 2022 (the "Effective Date") by and between Derive Power, LLC ("Assignor") and Derive Efficiency, LLC ("Assignee") (Assignor and Assignee, each a "Party," together the "Parties").

WHEREAS, Assignor is the owner of the trademarks and corresponding registrations set forth on Schedule A attached hereto (the "Trademarks"), along with the goodwill of the business appurtenant to said Trademarks;

WHEREAS, Assignor has determined that it would be appropriate and desirable to consolidate the Trademarks and associated portion of its business with Assignee in connection with a corporate reorganization (the "Reorganization");

WHEREAS, the in connection with the Reorganization, Assignor desires to contribute or otherwise, assign, transfer, convey and deliver to Assignee all of its rights, title and interest in and to the Trademarks and associated goodwill .

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally and equitably bound, hereby agree as follows:

1. Assignment. On the Effective Date, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of its rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to sue for any acts of infringement occurring prior or subsequent to the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of the Trademarks and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date, throughout the world. .
2. Recordation of Assignment. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Assignment. Assignor hereby further requests the Commissioner and his or her non-U.S. counterparts to issue any and all trademark registrations resulting from applications for the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.
3. Further Assurances. Assignor covenants, agrees, and undertakes to execute and deliver to Assignee all assignment, and confirmation, and take such other action to register, evidence, perfect, maintain, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee, all at Assignee's sole cost.
4. Signature; Effectiveness; Amendment and Severability. This Trademark Assignment may be executed or acknowledged in multiple counterparts, which taken together, shall constitute a

single instrument and each of which shall be deemed an original. Signatures delivered by facsimile and/or other electronic means (e.g., in PDF format) shall be deemed to be original and shall be binding for all purposes hereof. This Trademark Assignment may only be amended by a written agreement of Assignor and Assignee. If any provision, clause or part of this Trademark Assignment or the application thereof under certain circumstances, is found by a court of competent jurisdiction to be invalid, the remainder of this Trademark Assignment, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

5. Governing Law; Exclusive Jurisdiction. This Trademark Assignment shall be governed by and subject to the laws of the State of Delaware, excluding its conflict of laws principles. The Parties each consent to the exclusive jurisdiction of the local and federal courts of the State of Delaware on all matters arising out of or relating to this Trademark Assignment.

6. Assignment; Binding Effect. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder shall be assigned by a Party without the prior written consent of the other Party to this Trademark Assignment. Subject to the preceding sentence, this Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. Benefit. Notwithstanding anything contained in this Trademark Assignment to the contrary, nothing in this Trademark Assignment, express or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed, and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

Derive Power, LLC

By: Amy Bagwell

Name: Amy Bagwell

Title: CEO & Secretary

AGREED TO AND ACCEPTED:

Derive Efficiency, LLC

By: Amy Bagwell

Name: Amy Bagwell

Title: CEO & Secretary

SCHEDULE A

U.S. Trademark Registrations

Trademark	Goods and Services
DERIVE VQ U.S. Registration Number: 5,615,055	Class 9: Electronic devices consisting of hardware and software for downloading and uploading information, files and data to and from land vehicles for increasing or adjusting engine performance, horsepower, and for engine diagnostics; downloadable operating system software updates for the foregoing; handheld and mountable electronic devices with displays for use in connection with land vehicles to assess, monitor and record engine performance, horsepower, and engine diagnostics; downloadable electronic publications in the nature of text files and electronic manuals for use by professional and amateur auto mechanics in the installation, maintenance and troubleshooting of the foregoing electronic devices; downloadable operating system software updates for handheld and mountable electronic devices with displays for use in connection with land vehicles to assess, monitor and record engine performance, horsepower, and engine diagnostics; gauges for land vehicles, namely, automotive gauges in the nature of water temperature gauges, boost gauges, vacuum gauges, and exhaust gas temperature gauges; computer application software for mobile phones, namely, software that allows a person to limit the top speed and acceleration rate of a vehicle to promote safe driving; and computer hardware for vehicles which interacts with computer application software for mobile phones, namely, software that allows a person to limit the top speed and acceleration rate of a vehicle to promote safe driving; electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it go faster, have more power, get better gas mileage, and enhance the performance of the vehicle, with user control and interaction through a program running on a smart-phone or other hand-held interactive media player, that communicates with the device through telecommunications equipment; electronic devices consisting of hardware and software for downloading and uploading information, files and data to and from power sports vehicles, namely, snowmobiles, utility vehicles, all-terrain vehicles, motorcycles and watercrafts for increasing or adjusting engine performance, horsepower, and for engine diagnostics; handheld and mountable electronic devices with displays for use in connection with power sports vehicles to assess, monitor and record engine performance, horsepower, and engine diagnostics; downloadable electronic publications in the nature of text files and electronic manuals for use by professional and amateur power sports mechanics in the installation, maintenance and troubleshooting of the foregoing electronic devices; downloadable operating system software updates for handheld and mountable electronic devices with displays for use in connection with power sports vehicles to assess, monitor and record engine performance, horsepower, engine parameters and engine diagnostics; gauges for power sports vehicles, namely, gauges in the nature of water temperature gauges, boost gauges, vacuum gauges, air fuel ratio gauges and exhaust gas temperature gauges