

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Space Exploration Technologies Corp.		07/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TBC - The Boring Company		
<b>Street Address:</b>	216 Park Road		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5176643	HYPERLOOP	
<b>Registration Number:</b>	6789716	HYPERLOOP	
<b>Serial Number:</b>	88017791	LOOP	
<b>Serial Number:</b>	88017793	LOOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	3124636255		
<b>Email:</b>	uspt@polsinelli.com, spacextrademarks@polsinelli.com		
<b>Correspondent Name:</b>	Hillary E. Maynard		
<b>Address Line 1:</b>	150 N. Riverside Plaza, Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Hillary Maynard		
<b>SIGNATURE:</b>	/Hillary Maynard/		
<b>DATE SIGNED:</b>	07/22/2022		
<b>Total Attachments: 3</b>			
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source=Hyperloop trademark Assignment (SPX and TBC signed 7-21-22)-c#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of July 21, 2022 (the "Effective Date"), is between Space Exploration Technologies Corp., a Delaware corporation having a principal place of business at 1 Rocket Road, Hawthorne, California 90250 ("Assignor"), and TBC - The Boring Company, a Delaware corporation having a principal place of business 216 Park Road, Burlingame, California 94010 ("Assignee"). Each of Assignor and Assignee may be referred to in this Assignment individually as a "Party" and, collectively, as the "Parties".

WHEREAS, Assignor is the owner of the trademarks listed in Schedule A (the "Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks is used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The trademark applications identified in Schedule A are being assigned as part of the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Recordation and Further Actions. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonable required) in the recordation of this Assignment in the United States and any applicable jurisdiction.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

4. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

5. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

The Parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

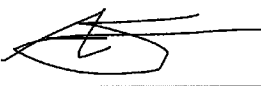
**ASSIGNOR**

**ASSIGNEE**

SPACE EXPLORATION TECHNOLOGIES  
CORP.

TBC - THE BORING COMPANY

By: *Rachel Lovejoy*  
Name: *Rachel Lovejoy*  
Title: *Sr. Counsel*

By:   
Name: Ashley Steinberg  
Title: Head of Legal Affairs

**SCHEDULE A**

(Trademarks)

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
HYPERLOOP	United States of America	86/027,442	02-Aug-2013	5,176,643	04-Apr-2017	Registered
HYPERLOOP	United States of America	86/617,512	01-May-2015	6,789,716	12-Jul-2022	Registered
HYPERLOOP	Canada	1712098	22-Jan-2015	TMA1051786	29-Aug-2019	Registered
HYPERLOOP	Mexico	1571496	27-Jan-2015	1539031	20-May-2015	Registered
LOOP	United States of America	88/017,791	27-Jun-2018			Pending
LOOP	United States of America	88/017,793	27-Jun-2018			Pending