

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800014

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900755288

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H-D U.S.A., LLC		01/05/2023	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	LIVEWIRE EV, LLC
Street Address:	3700 W. Juneau Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53208
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	97125616	ARROW
Serial Number:	97403755	DEL MAR
Serial Number:	97066069	LIVEWIRE
Serial Number:	97975250	LIVEWIRE
Serial Number:	90749118	LIVEWIRE
Registration Number:	5932224	LIVEWIRE
Serial Number:	90726223	LW LIVEWIRE
Serial Number:	90584777	LW
Serial Number:	90817464	LIVEWIRE ONE

CORRESPONDENCE DATA

Fax Number: 3122220818

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.

Phone: 3122220800

Email: chiipdocket@michaelbest.com

Correspondent Name: Jeffrey H. Brown

Address Line 1: 444 W. Lake Street, Suite 3200

Address Line 2: Michael Best & Friedrich LLP

Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	888051-0146-001
NAME OF SUBMITTER:	Jeffrey H. Brown
SIGNATURE:	/jeffrey h. brown/
DATE SIGNED:	04/03/2023
Total Attachments: 8 source=Trademark Assignment Agreement (complete)#page1.tif source=Trademark Assignment Agreement (complete)#page2.tif source=Trademark Assignment Agreement (complete)#page3.tif source=Trademark Assignment Agreement (complete)#page4.tif source=Trademark Assignment Agreement (complete)#page5.tif source=Trademark Assignment Agreement (complete)#page6.tif source=Trademark Assignment Agreement (complete)#page7.tif source=Trademark Assignment Agreement (complete)#page8.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of December 6, 2022, is made by H-D U.S.A., LLC ("**Assignor**"), a Wisconsin limited liability company, located at 3700 W. Juneau Avenue, Milwaukee, Wisconsin in favor of LIVEWIRE EV, LLC ("**Assignee**"), a Delaware limited liability company, located at 3700 W. Juneau Avenue, Milwaukee, Wisconsin, the assignee of certain assets of Assignor pursuant to obligations under a Separation Agreement between Harley-Davidson Inc., parent company of Assignor, and Assignee, dated as of September 26th, 2022 (the "**Agreement**").

WHEREAS, under the terms of the Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

H-D U.S.A., LLC

By: Adraea M. Brown

Name: Adraea M. Brown

Title: Vice President

Address for Notices:
H-D U.S.A., LLC
3700 W. Juneau Avenue
Milwaukee, WI 53022

This document was signed before me by Adraea Brown on this 14th day of December, 2022.

(SEAL)

James L. Sewrey
James L. Sewrey, Notary Public
Notary Expiration Date: 5/29/23

AGREED TO AND ACCEPTED:

LIVEWIRE EV, LLC
By: [Signature]

Name: Amanda Parker
Title: Chief Legal Office
Address for Notices:
LIVEWIRE EV, LLC
3700 W. Juneau Avenue
Milwaukee, WI 53022

STATE OF Minnesota
COUNTY OF Hennepin

This document was signed before me by Amanda Parker on this 5th day of January, 2022 ^{SP}










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











[Signature]
Notary Public
Notary Expiration Date: 01/31/2026




SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Int. Classes	TM Logo	Trademark Status	Application No.	Registration No.	Registration or Application Date
Australia	LIVEWIRE	12		Registered	1523811	1523811	2-Nov-12
Australia	LiveWire Logo Design	12		Registered	2219677	2219677	11-Jan-22
Brazil	LIVEWIRE	12		Registered	840319991	840319991	15-Sep-15
Brazil	LiveWire Logo Design	12		Pending	924308958		16-Sep-21
Canada	LIVEWIRE	12		Registered	1924083	TMA1,117,182	6-Jan-22
Canada	LiveWire Logo Design	12		Pending	2132477		9-Sep-21
Chile	LIVEWIRE	12		Registered	1032656	1030887	14-Aug-13
Chile	LiveWire Logo Design	12		Pending	1474122		9-Sep-21
China	DEL MAR	12		Pending	64611801		13-May-22
China	LIVEWIRE	9		Refused; appeal decision pending.	56611569		3-Jun-21
China	LIVEWIRE	12		Registered	11693869	11693869	7-Apr-14
China	LIVEWIRE Horizontal Lockup	12		Refused; appeal decision pending.	56207398		20-May-21
China	LIVEWIRE Horizontal Lockup	12		Pending	60674253		18-Nov-21
China	LiveWire Logo Design	12		Pending	60511420		12-Nov-21
China	LiveWire Logo Design	12		Refused; appeal decision pending.	58061747		29-Jul-21
China	LIVEWIRE ONE	12		Registered	57563445	57563445	21-Jan-22
EUTM	ARROW	12		Pending	018601487		16-Nov-21
EUTM	LIVEWIRE	9		Registered	018614361	018614361	3-May-22
EUTM	LIVEWIRE	12		Registered	11315827	11315827	13-Mar-13
EUTM	LiveWire Logo Design	12		Registered	1618865	1618865	9-Sep-21

Country	Trademark	Int. Classes	TM Logo	Trademark Status	Application No.	Registration No.	Registration or Application Date
India	LIVEWIRE	12		Registered	2422978	2422978	13-May-18
India	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
Indonesia	LIVEWIRE	12		Pending	M0020211604834		5-May-21
Indonesia	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
Japan	LIVEWIRE	12		Registered	2012-89589	5569047	22-Mar-13
Japan	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
Mexico	LIVEWIRE	12		Registered	1323689	1429427	24-Jan-14
Mexico	LiveWire Logo Design	12		Registered	2612334	2324542	16-Nov-21
New Zealand	LIVEWIRE	12		Registered	1604834	1604834	5-May-21
New Zealand	LiveWire Logo Design	12		Registered	1618865	1192251	25-Mar-22
Norway	LIVEWIRE	12		Pending	202109883		5-May-21
Norway	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
Republic of Korea (South)	LIVEWIRE	12		Pending	1604834		5-May-21
Republic of Korea (South)	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
Russian Federation	LIVEWIRE	12		Registered	1604834	1604834	2-Feb-22
Russian Federation	LiveWire Logo Design	12		Registered	1618865	1618865 / 15451935	12-Jan-22
Switzerland	LIVEWIRE	9		Registered	17808/2021	779101	31-Mar-22
Switzerland	LIVEWIRE	12		Pending	1604834		5-May-21

Country	Trademark	Int. Classes	TM Logo	Trademark Status	Application No.	Registration No.	Registration or Application Date
Thailand	LIVEWIRE	12		Pending	1604834		5-May-21
Thailand	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
United Kingdom	ARROW	12		Pending	UK00003722038		16-Nov-21
United Kingdom	LIVEWIRE	9		Registered	UK00003728490	UK00003728490	2-Dec-21
United Kingdom	LIVEWIRE	12		Registered	UK00911315827	UK00911315827	13-Mar-13
United Kingdom	LiveWire Logo Design	12		Registered	1618865	1618865	27-Jan-22
United States of America	ARROW	12		Pending	97125616		15-Nov-21
United States of America	DEL MAR	12		Pending	97403755		10-May-22
United States of America	LIVEWIRE and child application 97975250 filed October 8, 2021	6, 8, 9, 11, 1 2, 14, 1 6, 18, 2 0, 21, 2 4, 25, 2 6, 28, 34		Pending	97066069		8-Oct-21
United States of America	LIVEWIRE	9		Pending	90749118		2-Jun-21
United States of America	LIVEWIRE	12		Registered	86821326	5932224	10-Dec-19
United States of America	LIVEWIRE Horizontal Lockup	12		Pending	90726223		21-May-21

<i>Country</i>	<i>Trademark</i>	<i>Int. Classes</i>	<i>TM Logo</i>	<i>Trademark Status</i>	<i>Application No.</i>	<i>Registration No.</i>	<i>Registration or Application Date</i>
United States of America	LiveWire Logo Design	12		Pending	90584777		17-Mar-21
United States of America	LIVEWIRE ONE	12		Pending	90817464		8-Jul-21
Vietnam	LIVEWIRE	12		Pending	1604834		5-May-21
Vietnam	LiveWire Logo Design	12		Pending	1618865		9-Sep-21
WIPO	LIVEWIRE	12		Registered	1604834	1604834	5-May-21
WIPO	LiveWire Logo Design	12		Registered	1618865	1618865	9-Sep-21