

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEXTRONICS AUTOMOTIVE SALES AND MARKETING, LTD.		11/18/2014	CORPORATION: MAURITIUS
RECEIVING PARTY DATA			
Name:	Flextronics International Kft.		
Street Address:	MUNKAS U. 28		
City:	TAB		
State/Country:	HUNGARY		
Postal Code:	8660		
Entity Type:	CORPORATION: HUNGARY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85841117	BRAMMO	
Registration Number:	3831681	BRAMMO	
Registration Number:	3825162	ENERTIA	
Registration Number:	4176162	EMPULSE	
CORRESPONDENCE DATA			
Fax Number:	2126971559		
<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:	(212) 696-6140		
Email:	trademark@curtis.com		
Correspondent Name:	Michael R. Graif		
Address Line 1:	101 Park Avenue		
Address Line 2:	35th Floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Michael R. Graif		
SIGNATURE:	/Michael R. Graif/		
DATE SIGNED:	12/31/2014		
Total Attachments: 5			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is a memorialization of the Assignment executed on September 15, 2010 and dated as of November 18, 2014, by and between Flextronics Automotive Sales and Marketing, Ltd., a company organized under the laws of Mauritius (the "Assignor"), and Flextronics International Kft., a company organized under the laws of Hungary (the "Assignee").

RECITALS

WHEREAS, Assignor is a party to (i) that certain Manufacturing Services Agreement, dated as of September 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Manufacturing Services Agreement"), between Assignor and Brammo, Inc., a corporation organized under the laws of the State of Delaware (the "Customer") and (ii) that certain Credit and Master Pledge Agreement, dated as of September 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement", together with the Manufacturing Services Agreement, the "Agreements"), between Assignor and Customer.

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

1. Assignment and Assumption. Effective as of the date above, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Agreements, and Assignee hereby assumes all obligations of Assignor, of every kind and nature under the Agreements arising from and after the date hereof. Assignee agrees to be bound by the terms of the Agreements and to perform all obligations of the Assignor under the Agreements arising from and after the date hereof.
2. Amendment. This Assignment may be amended, altered or terminated in whole or in part only by a writing signed by the parties hereto.
3. Further Acts. Each party agrees for itself, and for its respective successors and assigns, to execute and deliver any and all documents or instruments and to do any and all other acts and deeds that may be reasonably required to carry out the purpose and intent of this Assignment.
4. Governing Law. This Assignment, and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without regard to choice or conflict of law principles that would result in the application of any laws other than the laws of the State of New York.
5. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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6. Counterparts. This Assignment may be executed in one or more counterparts, and by each of the Assignor and Assignee in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment, and which shall become effective when one or more counterparts have been signed by each of the Assignor and Assignee and delivered (by facsimile or otherwise) to the each of the Assignor and Assignee.

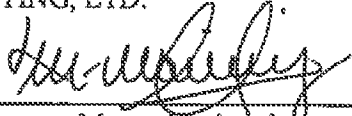
7. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto and the same shall not be amended or modified except by written instrument duly executed by the parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties caused this Assignment to be duly executed on the date first set forth above.

ASSIGNOR:

FLEXTRONICS AUTOMOTIVE SALES AND
MARKETING, LTD.

By: 
Name: Manny Marimuth
Title: Director

ASSIGNEE:

FLEXTRONICS INTERNATIONAL KFT.

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties caused this Assignment to be duly executed on the date first set forth above.

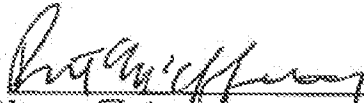
ASSIGNOR:

FLEXTRONICS AUTOMOTIVE SALES AND
MARKETING, LTD.

By: _____
Name:
Title:

ASSIGNEE:

FLEXTRONICS INTERNATIONAL KFT.

By: 
Name: Robert McCafferty
Title: Director

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties caused this Assignment to be duly executed on the date first set forth above.

ASSIGNOR:

FLEXTRONICS AUTOMOTIVE SALES AND
MARKETING, LTD.

By: _____
Name:
Title:

ASSIGNEE:

FLEXTRONICS INTERNATIONAL KFT.

By: 
Name: MARK HETENYI
Title: MANAGING DIRECTOR

By: _____
Name:
Title:

[Signature Page to Flextronics Assignment and Assumption Agreement]

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