

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truck System Technologies, Inc.		07/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Truck System Technologies, LLC		
Street Address:	4323 Interstate Way		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78219		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6162669	SPARE AIR	
Registration Number:	6046587	TST	
Registration Number:	6046588	TST	
Registration Number:	6046583	TST TRUCK SYSTEM TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<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:	6508023000		
Email:	brian.lee@weil.com		
Correspondent Name:	Amy Montoya		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood City, CALIFORNIA 94065		
NAME OF SUBMITTER:	Amy Montoya		
SIGNATURE:	/s/ Amy Montoya		
DATE SIGNED:	07/15/2022		
Total Attachments: 6			
source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page1.tif			

OP \$115.00 6162669

source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page2.tif
source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page3.tif
source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page4.tif
source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page5.tif
source=Project Pascal - TST IP Assignment Agreement (Execution Version)#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 1, 2022 (the "Effective Date"), is entered into by and between Truck System Technologies, Inc., a Texas corporation ("Assignor"), and Truck System Technologies, LLC, a Texas limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to individually in this Assignment as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below);

WHEREAS, in connection with, and as part of the transactions contemplated by, that certain Securities and Asset Purchase Agreement, dated as of the date hereof (as may be amended or modified, the "Purchase Agreement") by and among Assignor, Assignee, Clarience Technologies, LLC, a Delaware limited liability company, Truck-Lite Co., LLC, a Delaware limited liability company, and Pressure Systems International, LLC, a Texas limited liability company and Equalaire Systems, Inc., a Texas corporation, Assignor has agreed to, among other things, convey, assign and transfer to Assignee all worldwide right, title and interest in, to and under the Assigned IP (as defined below); and

WHEREAS, Assignor and Assignee desire to consummate such conveyance, assignment and transfer of all Assigned IP by Assignor to Assignee.

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

AGREEMENT

1. Definitions. "Intellectual Property" means all intellectual property and industrial property, and all corresponding rights, whether protected, created or arising under the laws of the United States or any other jurisdiction throughout the world or under any international convention, including all: (a) patents and patent applications, including all continuations, divisionals, continuations-in-part, provisionals and patents issuing on any of the foregoing, and all reissues, reexaminations, substitutions, renewals and extensions of any of the foregoing; (b) trademarks, service marks, trade names, brand names, trade dress, logos, corporate names and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing; (c) Internet domain names; (d) copyrights and works of authorship, and all registrations, applications, renewals, extensions and reversions of any of the foregoing; (e) trade secrets, non-public information, and other confidential information; and (f) technology, software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of any of the foregoing, in any form whether or not specifically listed herein.

2. Assignment. Assignor hereby irrevocably conveys, assigns and transfers to Assignee and its successors and assigns its entire worldwide right, title and interest in, to and under all Intellectual Property owned by Assignor, including all registered Intellectual Property and applications for registration of Intellectual Property set forth on Schedule A hereto, and all goodwill associated with or symbolized by any of the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, all causes of action (whether in law or in equity) with respect to any of the foregoing, and all rights to sue (including for damages and injunctive relief) for any past, present or future infringement, misappropriation, violation, dilution or other unauthorized use of any of the foregoing (all of the foregoing collectively, the "Assigned IP").

3. Recordation. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Assigned IP and issue the patents, trademark registrations and copyright registrations from any pending applications included in the Assigned IP to Assignee upon issuance or registration.

4. Domain Name Transfer. Assignor shall promptly (but in no event later than five (5) days after the Effective Date of this Assignment) (a) complete the formal transfer to Assignee of all Internet domain names included in the Assigned IP (the "Assigned Domain Names") in accordance with the applicable domain name transfer procedure of the applicable domain name registrar of the Assigned Domain Names and (b) provide authorization to, and take any other action required by, the applicable domain name registrar or any other applicable entity to transfer ownership, title and registration to the Assigned Domain Names to Assignor (or its designee).

5. Further Assurances. Upon reasonable request by Assignee at any time and from time to time after the Effective Date, Assignor covenants and agrees to execute all additional documents and take all other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Assigned IP set forth herein, and to vest in Assignee the same right, title and interest in, to and under the Assigned IP that Assignor may have, including assisting Assignee with prosecution, maintenance and enforcement of any of the Assigned IP. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned IP or otherwise carrying out or facilitating any of the transactions contemplated by this Assignment. The Parties acknowledge and agree that the power of attorney referred to in the preceding sentence is coupled with an interest and is irrevocable, and shall survive the dissolution or insolvency of Assignor.

6. Miscellaneous. This Assignment shall inure to the benefit of, and be binding upon, the Parties hereto and the successors and permitted assigns of each of the Parties. It is understood that any

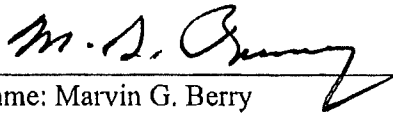
finding of invalidity of the assignment of any particular Assigned IP as effected by this Assignment (or any other document executed pursuant to Section 5) shall not affect the assignment of any other Assigned IP. The construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by and construed and enforced in accordance with the laws of the state of Delaware. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by Assignor and Assignee. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. This Assignment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. Such counterparts may be executed and delivered by electronic means and the receiving Party may rely on the receipt of such document so executed and delivered as if an original had been received.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

TRUCK SYSTEM TECHNOLOGIES, INC.

By: 
Name: Marvin G. Berry
Title: President

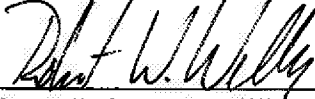
Signature Page to IP Assignment Agreement (TST)

TRADEMARK
REEL: 007789 FRAME: 0197

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNEE

TRUCK SYSTEM TECHNOLOGIES, LLC

By: 

Name: Robert W. Willing

Title: Executive Vice President & Chief Financial Officer



[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT (TST)]

TRADEMARK
REEL: 007789 FRAME: 0198

SCHEDULE A

Registered Intellectual Property and Applications for Registration of Intellectual Property

Trademarks:

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
SPARE AIR	Canada	2030304	May 25, 2020		
	US	88808458	Feb 24, 2020	6162669	Sep 29, 2020
TST	US	88637260	Oct 1, 2019	6046587	May 5, 2020
	US	88637267	Oct 1, 2019	6046588	May 5, 2020
	US	88637249	Oct 1, 2019	6046583	May 5, 2020

TST Domains:

tst.tires
tsttiretalk.com
TSTTRUCK.COM
TSTTRUCK.NET
TSTTRUCK.ORG
TSTTRUCK.IN
TSTTRUCK.INFO
TSTTRUCK.ME
TSTTRUCK.BZ
TSTTRUCK.US
TSTTRUCK.WS
TSTTRUCK.XXX
TSTTRUCK.MOBI