PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Coda Automotive, Inc.	06/21/2013

RECEIVING PARTY DATA

Name:	Coda Energy Holdings LLC
Street Address:	2340 S. Fairfax Ave.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90016

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	13104418
Application Number:	13335436
Application Number:	13311994
Application Number:	13312025
Application Number:	13312064
Application Number:	13360120
Application Number:	13084715
Application Number:	13084725
Application Number:	13042577
Application Number:	13104386
Application Number:	13104401
Application Number:	13160620
Application Number:	13104412
Application Number:	13160646
Application Number:	13155799

CH $880.00 13104418

Application Number:	13161530
Application Number:	13216000
Application Number:	13155820
Application Number:	13079973
Application Number:	12943595
Application Number:	13282045
Application Number:	13418803

CORRESPONDENCE DATA

Fax Number: 2149813400
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Phone: 214-981-3483
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Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
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ATTORNEY DOCKET NUMBER:	27472-52320
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/21/2013

Total Attachments: 12
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TRADEMARK AND PATENT ASSIGNMENT

This TRADEMARK AND PATENT ASSIGNMENT ("Assignment") dated as of June 21, 2013 (the "Effective Date" by and between Coda Automotive, Inc., a corporation organized under the laws of Delaware ("Assignor"), and Coda Energy Holdings LLC, a limited liability company organized under the laws of Delaware ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the "Assigned IP");

WHEREAS Assignor and Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of June 11, 2013 (hereinafter the "APA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain Assets of Assignor, including, without limitation, the Assigned IP; and

WHEREAS, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its worldwide right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices. Terms capitalized but not defined herein shall have the definitions given to them in the APA.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Trademarks").

2. Assignment of Patents. Effective as of date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements, and patents which may be granted from divisions,

reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives(the "Patents").

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. Miscellaneous. This Assignment is subject to all the terms and conditions of the APA. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA. In order to give full force and effect to this Assignment, Assignor agrees that Assignee may record this Assignment with the United States Patent and Trademark Office and any foreign equivalent, and Assignor further agrees to sign any additional documents or assist in the transfer of the Assigned IP at Assignee's expense, but for the purpose of clarity, such expense shall not include additional compensation to Assignor.

[*Signature page follows*]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

CODA AUTOMOTIVE, INC.

By John S. Wilson
Name: John S. Wilson
Title: Secretary

CODA ENERGY HOLDINGS LLC

By: Coda JV Holdings LLC, its Manager

By: _____

Name: CONSTANTINE M. DAKOLIAS

Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES }

On 6-14-13 (Date) before me, HECTOR CORDOVA, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared JOHN S. WILSON. (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

HECTOR CORDOVA
Commission # 1891389
Notary Public - California
Los Angeles County
My Comm. Expires Jun 24, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 17th day of June 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Constantine M. Dakolias, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Coda JV Holdings LLC, as the President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Christine Lawton
Notary Public

(Affix Seal Below)

CHRISTINE LAWTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU6182122
Qualified In Queens County
My Commission Expires February 19, 2016

Notary Public State of NY
Qualified in Queens County
Certificate filed in NY County

Schedule A
LIST OF ASSIGNED MARKS

Attached.

CODA Automotive, Inc. Assigned Trademarks

1. Registered Marks

Registration Number	Application Number	Country	Trademark Name	Registered	Filed
8718603	8718603	European Community	CODA (BLOCK)	2-Jun-10	27-Nov-09
301691677	301691677	Hong Kong	CODA (BLOCK)	27-Feb-12	17-Aug-10
1182169	1113039	Mexico	CODA (BLOCK)	30-Sep-10	18-Aug-10
4226078	77/945294	US	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	16-Oct-12	25-Feb-10
301691668	301691668	Hong Kong	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	9-Feb-11	17-Aug-10
1113040	1113040	Mexico	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	22-Oct-10	18-Aug-10
8588826	8588826	China	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	7-Oct-11	19-Aug-10
9325151	9325151	European Community	MISCELLANEOUS DESIGN (CIRCULAR SYMBOL)	3-Feb-11	20-Aug-10
4242357	77/939627	US	CODA & DESIGN (Design plus character(s))	13-Nov-12	19-Feb-10
4242360	77/940464	US	CODA AUTOMOTIVE (Design plus character(s))	13-Nov-12	19-Feb-10
1043240	1043240	Madrid Protocol	GREENSCREEN (BLOCK)	1-Jun-10	1-Jun-10
1043240	1043240	European Community	GREENSCREEN (BLOCK)	1-Jun-10	1-Jun-10
301634454	301634454	Hong Kong	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	18-Jan-11	8-Jun-10
8533266	8533266	China	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	28-Aug-11	2-Aug-10
8108056	8108056	China	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	14-Apr-11	10-Dec-09
T1007299H	T1007299H	Singapore	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	26-Apr-11	10-Jun-10
009166109	009166109	European Community	LIO ENERGY SYSTEMS (STYLIZED) (Word Mark (Stylized))	25-Nov-10	10-Jun-10
1042715	1042715	S.Korea	LIO (BLOCK)	3-Jun-10	3-Jun-10
8108063	8108063	China	LIO (BLOCK)	21-Jun-11	10-Mar-10
8108062	8108062	China	LIO (BLOCK)	14-Apr-11	10-Mar-10
8533269	8533269	China	LIO (BLOCK)	28-Aug-11	2-Aug-10
009150905	009150905	European Community	LIO (BLOCK)	15-Nov-10	3-Jun-10
301630395	301630395	Hong Kong	LIO (BLOCK)	18-Apr-11	3-Jun-10
1176222	1094399	Mexico	LIO (BLOCK)	26-Aug-10	3-Jun-10
1186320	1094401	Mexico	LIO (BLOCK)	27-Oct-10	3-Jun-10
1201420	1094403	Mexico	LIO (BLOCK)	15-Feb-11	3-Jun-10
T1007026Z	T1007026Z	Singapore	LIO (BLOCK)	14-Feb-11	3-Jun-10
301634463	301634463	Hong Kong	LIO (STYLIZED) (Word Mark (Stylized))	18-Jan-11	8-Jun-10
230428	230428	Israel	LIO (STYLIZED) (Word Mark (Stylized))	15-Jun-11	8-Jun-10
230429	230429	Israel	LIO (STYLIZED) (Word Mark (Stylized))	15-Jun-11	8-Jun-10
8108059	8108059	China	LIO (STYLIZED) (Word Mark (Stylized))	21-Jun-11	10-Dec-09
8533267	8533267	China	LIO (STYLIZED) (Word Mark (Stylized))	28-Aug-11	2-Aug-10
8108058	8108058	China	LIO (STYLIZED) (Word Mark (Stylized))	14-Apr-11	10-Dec-09
9166026	9166026	European Community	LIO (STYLIZED) (Word Mark (Stylized))	25-Nov-10	10-Jun-10
T1007297A	T1007297A	Singapore	LIO (STYLIZED) (Word Mark (Stylized))	26-Apr-11	10-Jun-10
8108060	8108060	China	LIO ENERGY SYSTEMS (BLOCK)	7-May-11	3-Dec-09
8108061	8108061	China	LIO ENERGY SYSTEMS (BLOCK)	28-Mar-12	3-Dec-09
8533268	8533268	China	LIO ENERGY SYSTEMS (BLOCK)	28-Aug-11	2-Aug-10

9150913	9150913	European Community	LIO ENERGY SYSTEMS (BLOCK)	15-Nov-10	3-Jun-10
301630403	301630403	Hong Kong	LIO ENERGY SYSTEMS (BLOCK)	18-Apr-11	3-Jun-10
1176224	1094406	Mexico	LIO ENERGY SYSTEMS (BLOCK)	26-Aug-10	3-Jun-10
1185050	1094408	Mexico	LIO ENERGY SYSTEMS (BLOCK)	20-Oct-10	3-Jun-10
1201421	1094409	Mexico	LIO ENERGY SYSTEMS (BLOCK)	15-Feb-11	3-Jun-10
T1007029D	T1007029D	Singapore	LIO ENERGY SYSTEMS (BLOCK)	21-Feb-11	3-Jun-10

2. Allowed Marks

RegNumber	AppNumber	Country	TrademarkName	Registered	Filed
	77/751594	US	CODA (BLOCK)		3-Jun-09

3. Published Marks

RegNumber	AppNumber	Country	TrademarkName	Registered	Filed
	45-2010-2303	S.Korea	LIO ENERGY SYSTEMS (BLOCK)		3-Jun-10

Schedule B
LIST OF ASSIGNED PATENTS

Attached.

CODA Automotive, Inc. Assigned Patents

1. Owned Patents

(None)

2. Pending Applications

Application Number	Country/Region	Application Title	Description	Published	Filed
13/104418	US	ROTARY ENCODER GEAR SELECTOR FOR VEHICLE	Software Algorithm that controls gear selection, transmission control module (transmission park pole), inverter/motor performance (torque request) and LEDs on the gear selector.	8-Dec-11	10-May-11
201110126098.1	China			7-Dec-11	12-May-11
12105539.3	Hong Kong			28-Sep-12	7-Jun-12
13/335436	US	ELECTRIC VEHICLE REGENERATIVE BRAKING SYSTEM	Software algorithm that controls traditional brake system with electronic stability control. Implementation of overlay/parallel regenerative brake system.		22-Dec-11
201210084470.1	China				27-Mar-12
13/311,994	US	ELECTROCHEMICAL CELL BALANCING CIRCUITS AND METHODS (SLEEP BALANCING)	Allows us to balance the cells with the BMS turned off. This can reduce the cost of the balancing circuit and the size of the LMUs.	7-Jun-12	6-Dec-11
PCT/US2011/063253	PCT			14-Jun-12	6-Dec-11
201180003404.0	China				20-Feb-12
13/312,025	US	CELL MONITORING AND BALANCING CIRCUIT WITH SELF DIAGNOSTIC FEATURES	Adds redundant check of measurement and balancing without doubling up on expensive components. Allows our BMS to achieve a high level of safety without high costs.	7-Jun-12	6-Dec-11
PCT/US2011/063507	PCT			14-Jun-12	6-Dec-11
201180003405.5	China			28-Nov-12	20-Feb-12
13/312,064	US	SYSTEM AND METHOD FOR MEASURING ISOLATED HIGH VOLTAGE	Combines isolation and high voltage measurement circuits, two important functions of the BMS. Prevents damaging high voltage from reaching low voltage components and reduces cost by combining the two circuits together.	7-Jun-12	6-Dec-11
PCT/US2011/063487	PCT			14-Jun-12	6-Dec-11
201180004281.2	China			29-Aug-12	6-Dec-11
13/360120	US	HILL HOLDING CONTROL IN AN ELECTRIC VEHICLE	Software algorithm utilizing calibration parameters to control torque of the motor after identifying unsolicited negative torque from inverter (torque		27-Jan-12
PCT/US2012/022934	PCT				27-Jan-12
13/084715	US	BATTERY TEMPERATURE CONTROL	Monitoring and control of temperature gradients through the use of target set points, directed air flow and internal rate of heating.	20-Oct-11	12-Apr-11
201110097672.5	China			19-Oct-11	15-Apr-11
12103897.4	Hong Kong			7-Sep-12	19-Apr-12
13/084725	US	BATTERY HUMIDITY CONTROL	Systems and methods for controlling humidity within a battery pack, including detection, condensation prevention, compromised electrical isolation, and corrosion prevention/reduction.	20-Oct-11	12-Apr-11
201110097694.1	China			19-Oct-11	15-Apr-11
12103899.2	Hong Kong			7-Sep-12	19-Apr-12
13/042577	US	AERODYNAMIC PERFORMANCE IN PASSENGER VEHICLES	Reduced drag utilizing specific ducting, fairing, and damming to improve aerodynamic performance in passenger vehicles.	19-Jan-12	16-Jul-10
201110204629.4	China			1-Feb-12	15-Jul-11
13/104386	US	BATTERY DISCONNECTION IN ELECTRIC VEHICLES	Method of manually disconnecting a high voltage electric vehicle battery for servicing.	15-Dec-11	10-May-11
201110126601.3	China			18-Apr-12	13-May-11
13/104401	US	BATTERY CHARGING USING MULTIPLE CHARGERS	Method of sequencing or parallelling chargers for electric vehicles using "master-slave" and other architectures.	15-Dec-11	10-May-11
201110126059.1	China			16-Nov-11	12-May-11
12104776.8	Hong Kong			21-Sep-12	16-May-12
13/160620	US	BATTERY ASSEMBLY		27-Sep-12	15-Jul-10
201110195609.5	China			14-Mar-12	8-Jul-11
13/104412	US	SELECTABLE DRIVING MODES	Method of implementing city (more economy, more regeneration) driving, highway (higher acceleration, better coasting), and mixed mode driving.	15-Dec-11	10-May-11
201110126086.9	China			7-Dec-11	12-May-11
12105540.0	Hong Kong			28-Sep-12	7-Jun-12
13/160646	US	BATTERY WITH IMPROVED TERMINALS	Design and implementation of battery terminals that reduce resistance through improved electrode connection, facilitate assembly with higher active	19-Jan-12	16-Jul-10
201110201789.3	China			1-Feb-12	14-Jul-11
13/155799	US	BATTERY PACK WITH BREATHABLE MEMBRANE	Use of breatheable membrane to allow for pressure and humidity equalization between interior and exterior air in an electric vehicle battery pack.	13-Dec-12	8-Jun-11
PCT/US2012/041504	PCT			13-Dec-12	8-Jun-11
201110425175.3	China			12-Dec-12	16-Dec-11
13/161530	US	MECHANISM TO REDUCE THERMAL GRADIENTS IN BATTERY SYSTEMS	Use of ducting and air flow restriction to balance air flow within an electric vehicle battery pack so as to reduce thermal gradients.	20-Dec-12	16-Jun-11
PCT/US2012/042577	PCT			20-Dec-12	15-Jun-12
201110338982.1	China				28-Oct-11
13/216000	US	ENVIRONMENTAL CONTROL USING DYNAMIC TEMPERATURE		28-Feb-13	23-Aug-11

PCT/US2012/051780	PCT	ENVIRONMENTAL CONTROL USING DYNAMIC TEMPERATURE SET POINT	Enhancement to above BATTERY TEMPERATURE CONTROL.	28-Feb-13	22-Aug-12
201210024046.8	China				3-Feb-12
13/155820	US	COOLING SYSTEM WITH ANOMALY DETECTION	Use of fluid density inference to detect impeded or blocked fluid flow which may occur when air bubbles or hose kinks exist in an EV cooling system. Bubbles or kinks may occur as part of regular use, or be incorporated within	13-Dec-12	8-Jun-11
PCT/US2012/041530	PCT			13-Dec-12	8-Jun-12
201110349722.4	China				31-Oct-11
13/079973	US	ELECTRIC VEHICLE WITH STRUCTURALLY INTEGRATED COMPONENTS	The strength of the electric vehicle chassis may be augmented through inclusion of strengthening members within the EV components, such as	6-Oct-11	5-Apr-11
201180001736.5	China			21-Mar-12	9-Oct-11
12/943595	US	BATTERY THERMAL MANAGEMENT SYSTEMS AND METHODS	Enhancements to above BATTERY TEMPERATURE CONTROL & ENVIRONMENTAL CONTROL USING DYNAMIC TEMPERATURE SET	17-Nov-11	10-Nov-10
201080038752.7	China			30-May-12	29-Feb-12
13/282045	US	POWERTRAIN SUSPENSION SYSTEMS FOR ELECTRIC VEHICLES	Method of suspending electric powertrain in electric vehicle to maximize performance and minimize noise, vibration and handling.		25-Oct-11
201210023483.8	China				2-Feb-12
13/418803	US	HIGH VOLTAGE BUS DISCHARGE SYSTEM	Discharge of high voltage bus using one or more peripheral components and devices to provide a safe operating environment external to the battery pack and inverter.		13-Mar-12