503420850 08/03/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3467484

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name            | Execution Date |
|-----------------|----------------|
| T3 MOTION, INC. | 08/03/2015     |

#### **RECEIVING PARTY DATA**

| Name:           | LENDER COLLECTIONS LLC |  |
|-----------------|------------------------|--|
| Street Address: | 112 N CURRY STREET     |  |
| City:           | CARSON CITY            |  |
| State/Country:  | NEVADA                 |  |
| Postal Code:    | 89703                  |  |

### **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 8072185  |
| Patent Number:      | D618144  |
| Patent Number:      | 8538614  |
| Patent Number:      | D666127  |
| Patent Number:      | D699626  |
| Patent Number:      | 8783394  |
| Patent Number:      | 8397854  |
| Patent Number:      | D701796  |
| Application Number: | 29435273 |

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Address Line 4: NEW YORK, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 10515-001      |
|-------------------------|----------------|
| NAME OF SUBMITTER:      | MARY L. GRIECO |

| SIGNATURE:                            | /mary grieco/  |  |  |
|---------------------------------------|--|--|--|
| DATE SIGNED:                          | 08/03/2015   |  |  |
|                                       | This document serves as an Oath/Declaration (37 CFR 1.63). |  |  |
| Total Attachments: 4                  |  |  |  |
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| source=T3 Patent Assignment#page2.tif |  |  |  |
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| source=T3 Patent Assignment#page4.ti  | f  |  |  |

#### PATENT ASSIGNMENT

This Patent Assignment, entered into on August 3, 2015 ("Effective Date") is by and between T3 Motion, Inc., a Delaware corporation, with an address at 970 Challenger St., Brea, California 92821 ("Assignor" or "Debtor") and Lender Collections LLC, a limited liability company organized and existing under the laws of Nevada, located and doing business at 112 N Curry Street, Carson City, Nevada 89703 ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications specified in Schedule A attached hereto (collectively, the "Patents");

WHEREAS, pursuant to a separate Security Agreement, dated November 26, 2012 (the "Security Agreement"), the Debtor pledged the Patents to certain Secured Parties, as set forth in the Security Agreement;

WHEREAS, the Secured Parties appointed an agent for purposes of exercising any and all rights and remedies of the Secured Parties under the Security Agreement (the "Agent");

WHEREAS, Lender Collections LLC is the successor Agent pursuant to the Security Agreement;

WHEREAS, by virtue of the Security Agreement, Debtor authorized Agent, its officers, agents, successors or assigns with full power of substitution, as Debtor's true and lawful attorney-in-fact, with power, in the name of the agent or Debtor, to, after the occurrence and during the continuance of an event of default, to, among other things, transfer the Patents by virtue of the Security Agreement;

WHEREAS, Debtor has defaulted on the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Assignor wishes to assign to Assignee all right, title and interest in and to the inventions and patents listed on Schedule A attached hereto, and all registrations and applications therefore anywhere in the world; and

WHEREAS, Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledges, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably grants, sells, conveys, transfers, assigns, delivers and relinquishes exclusively to the Assignee, in perpetuity, all of Assignor's respective worldwide right, title, and interest in and to all of the Patents, the inventions described therein, and any and all foreign patent applications and patents that describe said inventions, and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the

United States, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents, (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable, (iii) the right to apply, prosecute and obtain patent or similar protection for any invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications and (iv) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

- 2. Recordation and registration of assignment. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO") and to record or register it with all of the other registries at which the Patents are or are intended to be registered (the "Patent Offices"), the parties hereto shall execute this Assignment and any other document that may be required by the Patent Offices (together the "Recordation Forms") in order to record or register the assignment effected hereby, provided however, that Assignee shall prepare such Recordation Forms, at Assignee's expense. The executed Assignment and any Recordation Forms shall be filed by Assignee, at Assignee's expense, with the Patent Offices, together with any schedules and exhibits thereto.
- 3. Power of Attorney. Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers, deeds and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO; provided, that the Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Assignor has failed to take such action at the request of the Assignee and following ten (10) days prior written notice to the Assignor of the exercise of such rights. This power of attorney shall be irrevocable.
- 4. Successors and Assigns. This Assignment shall bind the Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Patent Assignment as of the Effective Date.

[Signature page on next page]

BY LENDER COLLECTIONS LLC AS ATTORNEY IN FACT FOR DEBTOR T3 MOTION, INC.

LENDER COLLECTIONS LLC

By:

Title: Managing Member

· By:

Title: Managing Member

# **SCHEDULE A**

## **Patents and Patent Applications**

| Title                                    | Country   | Application / Patent<br>No. | Status |
|--|-----------|-----------------------------|--------|
| Batteries and chargers therefor          | USA       | 8,072,185                   | Issued |
| Vehicle front end unit                   | USA       | D618,144                    | Issued |
| Vehicle front end unit                   | Korea     | 30-0612960                  | Issued |
| Rechargeable battery systems and methods | USA       | 8,538,614                   | Issued |
| Vehicle body                             | USA       | D666,127                    | Issued |
| Vehicle body                             | China     | ZL201130041213              | Issued |
| Vehicle body                             | Korea     | 30-0665158                  | Issued |
| Vehicle body                             | USA       | D699,626                    | Issued |
| Drive wheel suspension                   | USA       | 8,783,394                   | Issued |
| Drive wheel suspension                   | USA       | 8,397,854                   | Issued |
| Wheel suspension and drive system        | USA       | D701,796                    | Issued |
| Three Wheeled Vehicle (design)           | USA       | 29/435,273                  | Filed  |
| Three Wheeled Vehicle (design)           | China     | ZL2013301295                | Issued |
| Three Wheeled Vehicle (design)           | European  | 002224311                   | Issued |
|  | Community |                             |        |

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**RECORDED: 08/03/2015**