

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4313627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
SILENT PARTNER GRANTS		02/21/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TRANSGO, LLC	
<b>Street Address:</b>	2621 MERCED AVENUE	
<b>City:</b>	EL MONTE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	91733	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6340160	
<b>Patent Number:</b>	6871397	
<b>Patent Number:</b>	6913554	
<b>Patent Number:</b>	6964628	
<b>Patent Number:</b>	7128679	
<b>Patent Number:</b>	9429228	
<b>Application Number:</b>	13507807	
<b>Patent Number:</b>	5768953	
<b>Patent Number:</b>	5743823	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)932-6499	
<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>		
<b>Phone:</b>	214-932-6410	
<b>Email:</b>	mguidry@mcguirewoods.com	
<b>Correspondent Name:</b>	AARON PICKELL	
<b>Address Line 1:</b>	2000 MCKINNEY AVE.	
<b>Address Line 2:</b>	SUITE 1400	
<b>Address Line 4:</b>	DALLAS, TEXAS 75201	
<b>ATTORNEY DOCKET NUMBER:</b>	2058762-0018	
<b>NAME OF SUBMITTER:</b>	MELISSA GUIDRY	

PATENT

<b>SIGNATURE:</b>	/Melissa Guidry/
<b>DATE SIGNED:</b>	03/10/2017
<b>Total Attachments: 13</b> source=REVISED#page1.tif source=REVISED#page2.tif source=REVISED#page3.tif source=REVISED#page4.tif source=REVISED#page5.tif source=REVISED#page6.tif source=REVISED#page7.tif source=REVISED#page8.tif source=REVISED#page9.tif source=REVISED#page10.tif source=REVISED#page11.tif source=REVISED#page12.tif source=REVISED#page13.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is executed and delivered by Silent Partner Grants, a California non-profit corporation (“**Assignor**”) and TransGo, LLC, a California limited liability company previously known as TransGo, a California corporation (“**Assignee**”), with reference to the following facts:

WHEREAS, Assignor and Assignee are parties to that certain Securities Contribution and Purchase Agreement, by and among FPC-TG, LLC, TRGO Holdings Inc., Transgo, LLC, the Equityholders, and Greg Chapman (as Seller Party Representative) dated as of February 28, 2017 (the “**Purchase Agreement**”);

WHEREAS, Assignor is the owner of the registered and common law trademarks on Exhibit 1 hereto (the “**Marks**”), the registered copyrights listed on Exhibit 2 hereto (the “**Copyrights**”), the patent applications and issued patents issued on Exhibit 3 hereto (the “**Patents**”), the domain names issued on Exhibit 4 hereto (the “**Domain Names**”), and all other Intellectual Property Rights and Know-How that is owned or controlled by Assignor and is licensed to or used by Assignee in the conduct of its business (“**Residual IP**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to execute this Assignment;

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, the Marks, the Copyrights, the Patents, the Domain Names and any Residual IP or goodwill associated therewith (collectively, the “**IP Rights**”) for the consideration provided herein; and

WHEREAS, Assignor and Assignee currently are parties to an Exclusive License Agreement dated June 8, 2013 (as assigned and amended, the “**Existing License**”), pursuant to which Assignor licenses to Assignee the right to use the IP Rights on the terms and subject to the conditions set forth therein, and each desires to terminate the Existing License in connection with the transfer of the IP Rights contemplated hereby.

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

1. Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. In consideration for and subject to the payment to Assignor of cash in the amount of \$18,792,049 (the “**Purchase Price**”), Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to:

(a) the Marks and all common-law rights associated with the Marks, together with (i) the goodwill of the business symbolized by and associated with the Marks, (ii) all benefit of the Marks and (iii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(b) the Copyrights, including: (i) all rights of Assignor, if any, to obtain registrations, renewals, and extensions of the Copyrights, individually or collectively, that may be secured under the laws now or hereinafter in force and effect in the United States or in any other country or countries, and (ii) any other rights appurtenant to any of the foregoing and all registrations thereof;

(c) the Patents, and (i) any patent application(s) filed as a continuation, division, or continuation-in-part of the Patents, patents issuing therefrom and reissues, reexaminations and extensions of such patents, (ii) any patent application(s), if any, filed in respect of the inventions that are identified on Exhibit 3 attached hereto; (iii) any foreign counterpart to the Patent(s) and patent applications described in this Section 2(c) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; and (iv) any other rights appurtenant to any of the foregoing and all registrations thereof;

(d) the Domain Names, and any other rights appurtenant to the Domain Names and all registrations thereof;

(e) the Residual IP.

3. Subject to and conditioned upon the payment of the Purchase Price, Assignor does hereby assign, sell and transfer unto Assignee all rights under the common law and under the statutes of the United States or any other country, to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks and the goodwill associated therewith, the Copyrights, the Patents, the Domain Names, and all rights appurtenant to any of the foregoing.

4. Assignors and Assignee hereby agree to promptly execute and deliver all documents and authorizations and take all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the IP Rights, including but not limited to: (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, including without limitation, to execute one or more further assignments covering the IP Rights in a form acceptable for recordation in the United States Patent and Trademark Office, the United States Copyright Office and any applicable foreign trademark, patent and copyright offices, if any, (b) completing, executing or authorizing the transfer of the Domain Names pursuant to the procedures established by the applicable domain name registrar or other registration authority specified by Assignee, and (c) executing any documents or instruments and taking such further actions as are reasonably requested by Assignee to maintain, enforce and protect the IP Rights; provided, if such actions requested under this subsection (c) would require any expenditures by Assignor, Assignor may condition its cooperation on the payment or reimbursement of such expenses by Assignee.

5. Assignor hereby authorizes and requests the applicable domain name registrar, or any other registration authority designated by Assignee, to transfer the Domain Names and the registrations thereof from Assignor to Assignee. If requested, Assignor shall submit to Assignee

or the applicable domain name registrar used by Assignor for the Domain Names any information required by each applicable domain name registrar for the Domain Names to (i) establish Assignee as the "Owner," "Administrative Contact", "Technical Contact" and "Billing Contact" for each such Domain Name and (ii) change the domain name server information necessary to enable Assignee to exercise its rights in and to such Domain Names, including to release and transfer possession and control of the Domain Names to Assignee, and agrees to initiate or cooperate at Assignee's expense with all appropriate and necessary transfer actions and processes with such Assignor's current registrar and perform, follow or cooperate with Assignee on all procedures and actions and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to Assignee.


6. Assignor hereby acknowledges that upon transfer of the IP Rights, Assignee shall be the sole and exclusive owner of all right, title and interest in and to the IP Rights. Assignor agrees that from and after the transfer of the IP Rights contemplated hereby, neither Assignor nor any of its agents, assigns, representatives, affiliates or employees, nor any party acting in concert or participation with any of the foregoing, will assert any interest in, or use or register with any agency or administrative body, any patent, copyright, trademark, service mark, domain name or trade name that is the same as or confusingly similar to any of the IP Rights. Subject to and conditioned upon the payment of the Purchase Price, Assignor further consents to the recordation of this Assignment by Assignee with any governmental agency. Without limiting the foregoing, the Parties acknowledge and agree that as a result of the transfer of IP Rights to Assignee, Assignor no longer owns or has any rights to license the IP Rights to other parties, and therefore Assignor and Assignee acknowledge and agree that the Existing License shall automatically terminate effective upon such transfer of the IP Rights, without any further rights, liabilities or obligations of the respective parties thereunder. Each of Assignor and Assignee hereby acknowledges and agrees that the other party has fulfilled all of such other party's payment and other obligations under the Existing License, and each of Assignor and Assignee hereby waives any and all claims or causes of action arising thereunder.

7. This Agreement (a) shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law principle, provision or rule that would cause the application of the Law of any jurisdiction other than the State of Delaware, (b) may be modified or amended only by a written instrument executed by both parties, (c) shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto, and (d) may be executed by facsimile or .pdf or other electronic signature (including DocuSign) and in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No provision of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver.

*(Signature Page Follows)*

IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

SILENT PARTNER GRANTS

By:   
Name: Greg Chapman  
Title: President / Director

[Signature Page to Intellectual Property Assignment]

The foregoing assignment of the IP Rights by Assignor to the Assignee is hereby accepted, effective as of the date first written above.

TRANSGO, LLC

By: David Hardin  
Name: David Hardin  
Title: President and CFO

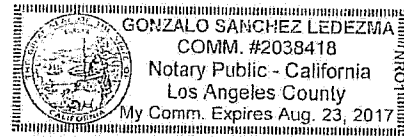
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 02/21/2017 before me, GONZALO SANCHEZ LEDEZMA, NOTARY PUBLIC  
personally appeared DAVID ANDREW HARDEN — — — 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.

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] (Seal)





**EXHIBIT 1**  
**MARKS**

None.

**EXHIBIT 2**

**COPYRIGHTS**

<b>Copyright Application Title</b>	<b>Copyright No.</b>	<b>Registration Date</b>	<b>Assignment History</b>	<b>Owner/Comments</b>
<b>Mechanical lockup complaints</b>	TX0002858496	1990-06-12		Gilbert W. Younger <sup>1</sup>
<b>125 lockup (1 v.)</b>	TX0002907526	1990-10-12		Gilbert W. Younger
<b>400 advanced tech no. 1 (4 p.)</b>	TX0002331395	1988-04-28		Gilbert W. Younger
<b>440 : repair responsibility.</b>	TX0002944001	1990-10-12		Gilbert W. Younger
<b>700--3-4 clutch capacity correction.</b>	TX0002907525	1990-10-12		Gilbert W. Younger
<b>700 : 87 and 88 updates / Gil Younger</b>	TX0002259988	1988-02-08		Gilbert W. Younger
<b>700 R4 basic tech (1982-1986)</b>	TX0002206965	1987-11-18		Gilbert W. Younger
<b>700 R4 basic tech no. 2.</b>	TX0002325717	1988-04-28		Gilbert W. Younger
<b>Advanced automatic transmission fundamentals.</b>	TX0002944003	1990-10-12		Research, employer for hire of Gilbert W. Younger a.k.a. Gil Younger.
<b>ATX handbook supplement (A T X-01) : alternative, Ford A T X front drive handbook supplement (A T X-01)</b>	TX0001861185	1986-07-14		Gilbert W. Younger
<b>Camry A140E basic tech</b>	TX0002227925	1987-11-19		Gilbert W. Younger

<sup>1</sup> Gilbert Younger registrations/rights are in the process of being transferred to Silent Partner Grants pursuant to that General Assignment of Assets from Gilbert W. Younger to Gilbert W. Younger Trust, UTD November 27, 2008, dated January 22, 2011 and the Copyright Assignment by Gilbert W. Younger Trust to Silent Partner Grants dated February 15, 2017.

<u>Copyright Application Title</u>	<u>Copyright No.</u>	<u>Registration Date</u>	<u>Assignment History</u>	<u>Owner/Comments</u>
Comm Share ideology ; How to get untrapped ; Comm Share--700 stuff.	TX0002207207	1987-11-18		Gilbert W. Younger
Customizing & complaint correction.	TX0002944002	1990-10-12		Gilbert W. Younger
SK 700-AI-B & field feedback-training and quality report.	TX0001953237	1986-12-08		Gilbert W. Younger
ATX handbook; Ford ATX front drive handbook.	TX0001858023	1986-07-14		Gilbert W. Younger
Modulator : interchange/adjusting : 440 lesson no. 5.	TX0002907528	1990-10-12		Gilbert W. Younger
Noise complaints.	TX0001865162	1986-07-14		Gilbert W. Younger
NoYoYo 700 hi-rev pump kit installation instructions.	TX0001940980	1986-11-03		Gilbert W. Younger
Parts matching/misassembly : 440 lesson no. 4A (advance service training)	TX0002907529	1990-10-12		Gilbert W. Younger
SK 200-4R systems correction and calibration kit.	TX0001955537	1986-12-08		Gilbert W. Younger
440 system kit installation instructions.	TX0002907523	1990-10-12		Gilbert W. Younger
SK 700-B systems correction & calibration kit: installation instructions	TX0001953236	1986-12-08		Gilbert W. Younger
SK 700 SysKo Kit installation instructions.	TX0002881467	1990-06-12		Gilbert W. Younger
T-200 4R primary tech.	TX0001961523	1986-12-08		Gilbert W. Younger
Training and parts : 440 lesson no. 2.	TX0002907530	1990-10-12		Gilbert W. Younger
440 training and parts: complete repair method.	TX0002907524	1990-10-12		Gilbert W. Younger
Washer, sprag, roller, and final drive failure.	TX0002907527	1990-10-12		Gilbert W. Younger
Works of Gilbert W. Younger	VAu001239347	2015-09-08		Silent Partner Grants, Transfer: by written assignment from Mertec Corp.

**EXHIBIT 3**  
**PATENTS**

Patent	Patent No. (App. No.)	Issued Date (App. Date)	Inventor Name/Assignee	Assignment/lien history	Status
System for sealing relatively movable elements	6340160	1/22/2002	Silent Partner Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661 3. Corrective assignment to correct the patent number 6430160 previously recorded at Reel 025785 Frame: 0373. From The Gilbert W. Younger Trust Dated November 27, 2008 to Mertec Corp on 6/3/2015 at Reel/Frame 035816/0326	Patented Case  Expires on: September 30, 2017
Methods and systems for improving the operation of transmissions for motor vehicles	6871397	3/29/2005	Silent Partners Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661	Patented Case  Expires on: February 21, 2022 (+295 days, to make up for PTO delays)

Patent	Patent No. (App. No.)	Issued Date (App. Date)	Inventor Name/Assignee	Assignment/lien history	Status
Methods and systems for improving the operation of transmissions for motor vehicles	6913554	7/5/2005	Silent Partners Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661	Patented Case Maintenance fees due 7/5/2016 - paid Expires on: October 3, 2023
Methods and systems for improving the operation of transmissions for motor vehicles	6964628	11/15/2005	Silent Partners Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661	Patented Case Maintenance fees due 11/15/2016 Expires on: October 24, 2023 (+68 days)
Methods and systems for improving the operation of transmissions for motor vehicles	7128679	10/31/2006	Silent Partners Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661	Patented Case Maintenance fees due 10/31/2017 Expires on: April, 13, 2025 (+70 days)
Methods and systems for improving the operation of transmissions for motor vehicles	13507807	7/30/2012	Silent Partners Grants	1. Assignment of Assignors Interest assigned from Gilbert Younger to Mertec Corp on 2/15/2011 at Reel/Frame 025785/0373 2. Assignment of Assignors Interest assigned from Mertec Corp to Silent Partner Grants on 6/3/2015 at Reel/Frame 035815/0661	Published - on appeal before the PTAB

Patent	Patent No. (App. No.)	Issued Date (App. Date)	Inventor Name/Assignee	Assignment/lien history	Status
Methods for improving the operation of transmissions for motor vehicles	9429228	08/10/2015	Silent Partner Grants		Patented Case Expires on: June 20 2033 (+609 days)
Methods and Systems for Improving the Operation of Transmissions for Motor Vehicles	5,768,953	06/23/1998	Silent Partner Grants		Patented Case Expired on: August 28, 2016
Methods and Systems for Improving the Operation of Transmissions for Motor Vehicles	5,743,823	04/28/1998	Silent Partner Grants		Patented Case Expired on: February 2, 2016

**EXHIBIT 4**

**DOMAIN NAMES**

None.

DB2/ 31077496.5