

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5272173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL GOREN	02/18/2016
JEREMY GOREN	02/18/2016
RECEIVING PARTY DATA	
Name:	HURDLER MOTORS
Street Address:	17 DUBLIN DRIVE
City:	NISKAYUNA
State/Country:	NEW YORK
Postal Code:	12309
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14847969
CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<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:	860-286-2929
Email:	usptopatentmail@cantorcolburn.com
Correspondent Name:	CANTOR COLBURN LLP - HURDLER MOTORS (MHG)
Address Line 1:	20 CHURCH STREET, 22ND FLOOR
Address Line 4:	HARTFORD, CONNECTICUT 06103
ATTORNEY DOCKET NUMBER:	MHG0001US2
NAME OF SUBMITTER:	HOWARD I. LEVY
SIGNATURE:	/Howard I. Levy/
DATE SIGNED:	12/07/2018
Total Attachments: 6 source=8765576#page1.tif source=8765576#page2.tif source=8765576#page3.tif source=8765576#page4.tif source=8765576#page5.tif	

PATENT PURCHASE/ASSIGNMENT OF PATENTS

This PATENT PURCHASE/ASSIGNMENT OF PATENTS, dated as of February 8, 2016 ("Agreement"), by Michael Goren, an individual residing at 17 Dublin Drive, Niskayuna, New York 12309 and Jeremy Goren, an individual residing at 17 Dublin Drive, Niskayuna, New York 12309 (each an "Assignor" and collectively, the "Assignors"), in favor of Hurdler Motors, Inc., a Delaware corporation with its principal place of business at 17 Dublin Drive, Niskayuna, New York 12309 ("Assignee" or the "Company").

WITNESSETH

WHEREAS, Assignors are the owners of the patents and patent applications listed on Schedule A hereto (collectively, the "Patents"); and

WHEREAS, Each Assignor desires to contribute the Patents to Assignee in connection with the receipt by each Assignor of certain shares of common stock of Assignee, the consideration provided for in Section 2 of this Agreement and other good and valuable consideration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Each Assignor does hereby assign, sell, transfer, set over, convey and deliver to Assignee all of such Assignor's right, title, and interest he has in and to the Patents together with (i) all Patents granted on any applications included in the Patents, all continuations, continuations-in-part, divisionals, reissues and re-examinations of said Patents, (ii) all causes of action, enforcement rights, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Patents, and (iii) all rights corresponding thereto throughout the world, including but not limited to injunctive relief and other remedies for past, current and future infringement of the current Patent and patent applications. In addition, Assignors agree, if requested, to execute and deliver to Assignee a Confirmatory Assignment, this document intended to reflect a portion of the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and the Confirmatory Assignment, the terms of this Agreement shall be controlling. Further, upon reasonable notice, Assignors will cooperate in such acts as are reasonably necessary or desirable for effecting the consummation of the transaction contemplated hereby.
2. Payments to Assignors. In consideration of the assignment set forth in Section 1 of this Agreement, Assignee will pay the Assignors One Percent (1%) of all revenues received by Assignee from sale of products and Ten Percent (10%) of revenue received by Assignee from licensing, conveyance, assignment or sales of the patents of the Assignors. Such payments, to be divided 75% to Michael Goren and 25% to Jeremy Goren, shall be paid to Assignors on the tenth (10th) day of April, July, October and January for the then most recently ended calendar quarter. Assignee shall deliver written notice to Assignors no less than twenty-one (21) days prior to any licensing, conveyance, assignment or sales,

with identifying information setting forth at least the name of the counterparty, the terms and conditions of the agreement or transaction and the date that it will be consummated. Assignee shall maintain, for at least two (2) years following the termination of this Agreement, complete and accurate records of accounts covering all transactions related to this Agreement. Such records shall be available for inspection and audit by Assignors at any time during or after the term of this Agreement during reasonable business hours and upon ten (10) day's written notice.

3. Limitation of Liability. ASSIGNORS' TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THE PARTIES AGREE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS PARAGRAPH WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
4. Limitation of Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
5. Further Action. Each Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.
6. Indemnification for Expenses of Assignors. Each of the Assignors shall be held harmless and indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all expenses, judgments, claims, demands, causes of action, expenses or costs without limitation actually and reasonably incurred by him or on his behalf in connection with this Agreement.
7. Additional Indemnity. The Assignee shall and hereby does indemnify and hold harmless each Assignor against all expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if he is, or is threatened to be made, a party to or participant in any proceeding (including a proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of any Assignor.
8. Contribution

(a) Whether or not the indemnification provided hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company/Assignee is jointly liable with any Assignor (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring any Assignor to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against any Assignor. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with any Assignor (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against such Assignor.

(b) The Company hereby agrees to fully indemnify and hold each Assignor harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Assignor, who may be jointly liable with Assignee

(c) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Assignor for any reason whatsoever, the Company, in lieu of indemnifying Assignor, shall contribute to the amount incurred by Assignor, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for expenses, in connection with any claim relating to an indemnifiable event under this Agreement.

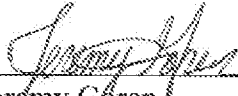
9. Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware, without reference to its choice of law principles to the contrary.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.
11. Assignment. This Agreement and the rights and obligations hereunder shall not be assigned or delegated, in whole or in part, by a party without the express prior written agreement of the other party. Any assignment inconsistent with this Agreement shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

In witness hereof, intending to be legally bound, the parties have executed this Patent Purchase/Assignment of Patents Agreement as of the date written above.

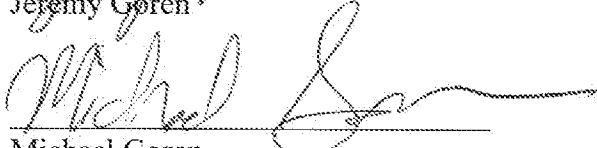
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IN WITNESS WHEREOF, each Assignor has caused this Agreement to be executed as of the date first written above.

ASSIGNOR:



Jeremy Goren



Michael Goren

Acknowledged and Accepted:

ASSIGNEE:

Hurdler Motors, Inc.

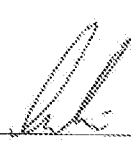
By: 

Michael Goren
President

ACKNOWLEDGEMENTS

STATE OF New York)
COUNTY OF New York) SS:

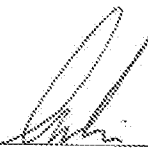
On the 18th day of February in the year 2016, before me, the undersigned, personally appeared Jeremy Goren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Corline E. Mellowes
Notary Public, State of New York
No. 01ME6328394
Qualified in New York County
Commission Expires Aug. 3, 2019

STATE OF New York)
COUNTY OF New York) SS:

On the 18th day of February in the year 2016, before me, the undersigned, personally appeared Michael Goren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Corline E. Mellowes
Notary Public, State of New York
No. 01ME6328394
Qualified in New York County
Commission Expires Aug. 3, 2019

SCHEDULE A

Name of Patent	Patent Number	Issue Date
Stair-climbing human transporter	7,246,671	July 24, 2007

Patent Application	Application Number	Filing Date
Vehicle, Vehicle Drive Assembly and Vehicle Steering Assembly	US 62/191,835	July 13, 2015
Vehicle, Vehicle Drive Assembly and Vehicle Steering Assembly	US 14/847,969	September 8, 2015
Stackable Vehicle	14/938,460	November 11, 2015