

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5814108

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WM INDUSTRIES CORP. F/K/A WM GREENTECH AUTOMOTIVE CORP.	08/15/2019
RECEIVING PARTY DATA		
Name:	ENCORE WEALTH INVESTMENTS LIMITED	
Street Address:	J&C BUILDING, 3RD FLOOR	
Internal Address:	P.O. BOX 933, ROAD TOWN	
City:	TORTOLA	
State/Country:	VIRGIN ISLANDS, BRITISH	
Postal Code:	VG1110	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	14212209
	Application Number:	14212550
	Patent Number:	D676359
CORRESPONDENCE DATA		
Fax Number:	(202)457-6315	
<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:	2024576000	
Email:	IP-Squire@squirepb.com, marianne.cullen@squirepb.com	
Correspondent Name:	SQUIRE PATTON BOGGS (US) LLP	
Address Line 1:	2550 M STREET, NW	
Address Line 4:	WASHINGTON, D.C. 20037	
ATTORNEY DOCKET NUMBER:	120676.00001	
NAME OF SUBMITTER:	ABORN C. CHAO	
SIGNATURE:	/Aborn C. Chao/	
DATE SIGNED:	11/11/2019	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT (the "**Assignment**") is made and entered into this ___ day of August 2019, by and between WM INDUSTRIES CORP. f/k/a WM GreenTech Automotive Corp., Debtor-in-Possession, a Virginia corporation, GREENTECH AUTOMOTIVE, INC., Debtor-in-Possession, a Mississippi corporation (collectively, the "**Sellers**") and ENCORE WEALTH INVESTMENTS LIMITED, a British Virgin Island Business Company (the "**Purchaser**").

RECITALS

WHEREAS, on February 26, 2018 (the "**Petition Date**"), Sellers and certain affiliated companies (collectively, the "**Debtors**") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**"), each commencing a Chapter 11 case, which cases are being jointly administered under lead case *In re GreenTech Automotive, Inc., et al.*, Case No: 18-10651-BFK (the "**Bankruptcy Cases**") and are pending before the United States Bankruptcy Court for the Eastern District of Virginia (the "**Bankruptcy Court**");

WHEREAS, on April 8, 2019, the Sellers and Purchaser entered into that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**"), which was approved by the Bankruptcy Court pursuant to an Order [Docket No. 557] entered on April 18, 2019 (the "**Sale Order**");

WHEREAS, pursuant to the Asset Purchase Agreement, the Purchaser is acquiring from Sellers, *inter alia*, all of the Purchased Intellectual Property;

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement but for the for avoidance of any doubt, Purchased Intellectual Property shall mean all intellectual property listed on Schedule 2.1 to the Asset Purchase Agreement and otherwise owned or controlled, directly or indirectly by either Seller, but not be limited to, to the fullest extent allowed by applicable law, the JSAT Interest, and any reissues, reexaminations, extensions, and registrations thereof, including, without limitation, certifications of invention and utility models. Purchased Intellectual Property shall also include, without limitation, all patent applications, trademark applications, patents and trademarks listed on Exhibit A of this Agreement.

NOW, THEREFORE, pursuant to and in consideration of the foregoing recitals and for valuable consideration, the receipt and sufficiency of which are hereby acknowledge, it is agreed as follows:

1. **Representations.** Sellers represents and warrants that to the best of Sellers' knowledge, (i) Sellers are the owner of the entire right, title and interest in and to the Purchased Intellectual Property; (ii) Sellers have the sole right and authority to enter into this Agreement and grant the rights hereunder; (iii) Sellers have not previously granted any rights or licenses in the Purchased Intellectual Property; (iv) Sellers do not own or have the right to license any other Purchased Intellectual Property that is related to the conduct of the Sellers' business; (v) Sellers are not obligated under any other agreement or obligation that conflicts with, or would prevent the Sellers from fully performing their obligations under this Agreement and (vi) there is no action,

investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Sellers.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers agree to and do hereby irrevocably sell, assign, transfer and convey unto said Purchaser, and Purchaser hereby accepts, all of Sellers' right, title, and interest in an to the following Purchased Intellectual Property; (i) the patents and patent applications as set forth in Exhibit A hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**"); (ii) the trademark registrations and applications as set forth in Exhibit A hereto, and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (iii) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iv) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.** Sellers hereby authorize the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property to Purchaser, or any assignee or successor thereto.

4. **Assumption.** Purchaser hereby assumes and agrees to satisfy and discharge the obligations of Sellers relating to the Purchased Intellectual Property accruing after the date hereof.

5. **Conflict of Terms.** Notwithstanding anything to the contrary herein, Sellers are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Asset Purchase Agreement will be controlling.

6. **Binding on Successors and Assigns.** This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

7. **Controlling Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Virginia, without giving effect to the conflict of laws rules thereof.

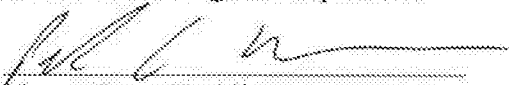
8. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed and delivered by each of the undersigned to be effective as of the date first written above.

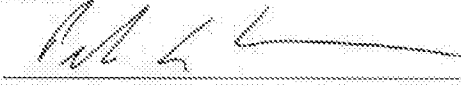
Dated: August __, 2019

SELLERS:

WM INDUSTRIES CORP., DEBTOR-IN-POSSESSION, a Virginia corporation

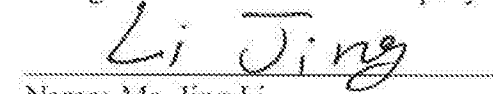
By: 
Name: Peter Huddleston
Title: Chief Financial Officer

GREENTECH AUTOMOTIVE, INC., DEBTOR-IN-POSSESSION, a Mississippi corporation

By: 
Name: Peter Huddleston
Title: Chief Financial Officer

PURCHASER:

ENCORE WEALTH INVESTMENT LIMITED, a British Virgin Islands Business Company

By: 
Name: Ms. Jing Li
Title: Board Director

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

WM INDUSTRIES CORP., DEBTOR-IN-POSSESSION, a Virginia corporation

By: [Signature]
Name: Peter Huddleston
Title: Chief Financial Officer
Address for Notices: 21355 Ridgetop Cir.
Suite 250, Sterling VA 20166

GREENTECH AUTOMOTIVE, INC., DEBTOR-IN-POSSESSION, a Mississippi corporation

By: [Signature]
Name: Peter Huddleston
Title: Chief Financial Officer
Address for Notices: 21355 Ridgetop Cir.
Suite 250, Sterling VA 20166

State of Virginia

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)SS.

Loudoun County

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On this 15th day of August, 2019, before me personally appeared Peter Huddleston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer and Authorized Representative of both WM Industries Corp., Debtor-in-Possession of, a Virginia corporation ("WMIC"), and GreenTech Automotive, Inc., Debtor-In-Possession of, a Mississippi corporation ("GTA" together with WMIC, the "Sellers") and acknowledged the instrument to be his free act and deed/the free act and deed of the Sellers for the uses and purposes mentioned in the instrument.

Ana E. Vallarino

Notary Public

Commonwealth of Virginia

Notary Registration Number: 7542040

My commission expires: May 31, 2021

[Signature]
Notary Public

Printed Name: Ana E. Vallarino

My Commission Expires:

AGREED TO AND ACCEPTED:

ENCORE WEALTH INVESTMENT LIMITED

By: [Signature]
Name: Ms. Jing Li
Title: Board Director

EXHIBIT A

Licensed Intellectual Property

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Automobile Body	US	D676359	February 19, 2013

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Battery pack mechanical design to accommodate lead-acid and lithium battery with same packaging	US	14/212,209	March 14, 2014
Method and system for detecting battery type and capacity and automatically adjusting related vehicle parameters	US	14/212,550	March 14, 2014

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number(s)	Registration Date	Status
	US	4553348	June 17, 2014	Live
	US	4529826	May 13, 2014	Live
WMGTA	US	4543726	June 3, 2014	Live

Trademark Applications

Mark	Jurisdiction	Status	Application Serial Number	Filing Date
	US	Abandoned	86224165	March 18, 2014
	US	Abandoned	85432569	February 14, 2012
MYCAR	US	Abandoned	85408493	August 26, 2011

GREENTECH AUTOMOTIVE	US	Abandoned	85408066	August 26, 2011
	US	Abandoned	85308866	April 29, 2011
	US	Abandoned	85308851	April 29, 2011
GreenTech Automotive	US	Abandoned	85100511	August 4, 2010
	US	Abandoned	76689171	May 1, 2008
	US	Abandoned	77866891	November 6, 2009