

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RIVIAN AUTOMOTIVE, INC.	01/08/2020
RECEIVING PARTY DATA	
Name:	RIVIAN IP HOLDINGS, LLC
Street Address:	13250 N HAGGERTY RD
City:	PLYMOUTH
State/Country:	MICHIGAN
Postal Code:	48170
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16032594
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<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>	
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NAME OF SUBMITTER:	PAOLA SEVERICH
SIGNATURE:	/Paola Severich/
DATE SIGNED:	01/08/2020
Total Attachments: 2	
source=ID-100US1-Assignment-Rivian-Inc-to-Rivian-IP-Holdings-as-filed-01-08-20#page1.tif	
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ASSIGNMENT

This Assignment is made and entered into this 8th day of January 2020 (the "Effective Date"), by and between Rivian Automotive, Inc., a Delaware corporation having a registered office at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Assignor"), and Rivian IP Holdings, LLC, a Delaware limited liability company having an office for the transaction of business at 13250 North Haggerty Road, Plymouth, MI 48170 ("Assignee").

WHEREAS, Assignor owns certain rights, title and interest in, to and under the invention in Electric Vehicle With Modular Removable Auxiliary Battery With Integrated Cooling (the "Invention") for which has been filed a provisional application for a Patent of the United States, a nonprovisional application for a Patent of the United States, and an international patent application under the Patent Cooperation Treaty (PCT), which were filed, respectively, on July 12, 2017 as U.S. Patent Application No. 62/531,847, on July 11, 2018 as U.S. Patent Application No. 16/032,594, and on July 11, 2018 as International Patent Application No. PCT/US2018/041601 (the "Patent Applications"), and

WHEREAS, Assignee is desirous of obtaining Assignor's entire right, title and interest in, to and under the Invention and the Patent Applications.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be obtained hereby, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. With effect from the Effective Date, Assignor hereby assigns to the Assignee its entire right, title and interest in, to and under the Invention and the Patent Applications whatsoever throughout the world, any continuation, division, and continuation-in-part applications claiming priority to the Patent Applications, as well as any patents issuing therefrom including all extension, renewals, reissues, reexaminations and foreign counterparts thereof, including without limitation all rights, privileges and advantages attaching thereto to hold unto the Assignee absolutely and with the intent that that Assignee shall (i) be absolutely entitled to any patent granted pursuant to any patent application for the full term of such patents; (ii) have the right to apply for, prosecute and obtain patent or like protection throughout the world for each patent and each invention described in the Patent Applications, including the right to claim priority from it; and (iii) have the right to sue for infringement including past infringement and obtain any damages, royalties and settlements for such infringements, (iv) have all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof.

2. The Assignor hereby authorizes and requests the Commissioner for Patents, or any other appropriate governmental entities of countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, for its interest as Assignee.

3. Each party hereto shall, on being required to do so by the other party, now or at any time in the future, execute all such documents (including obtaining notarizations and other necessary attestations) as the other party may reasonably consider necessary for giving full effect to this Assignment and securing to each party the full benefit of the rights in this Assignment.

[Signature Page Follows]

