505879612 01/23/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5926437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MARTIN J. MCKEEFERY	01/08/2020
RYAN T. MACKINTOSH	01/16/2020
SHANE L. KENYON	01/10/2020
JORGE A. MARQUEZ SANCHEZ	01/08/2020

RECEIVING PARTY DATA

Name:	NIO USA, INC.
Street Address:	3200 NORTH FIRST STREET
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16739932

CORRESPONDENCE DATA

Fax Number: (303)863-0223

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.

Phone: (303)863-9700

Email: spansini@sheridanross.com
Correspondent Name: SHERIDAN ROSS PC

Address Line 1: 1560 BROADWAY

Address Line 2: SUITE 1200

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	8322-554
NAME OF SUBMITTER:	MATTHEW C. HOLOHAN
SIGNATURE:	/Matthew C. Holohan/
DATE SIGNED:	01/23/2020

Total Attachments: 6

source=20200123_executed-assignment_n_8322-554#page1.tif source=20200123 executed-assignment n 8322-554#page2.tif

PATENT REEL: 051603 FRAME: 0167 source=20200123_executed-assignment_n_8322-554#page3.tif source=20200123_executed-assignment_n_8322-554#page4.tif source=20200123_executed-assignment_n_8322-554#page5.tif source=20200123_executed-assignment_n_8322-554#page6.tif

> PATENT REEL: 051603 FRAME: 0168

Worldwide Assignment

WHEREAS, We, Martin J. McKeefery of 114 La Quebrada Way, San Jose, CA 95127, Ryan T. Mackintosh of 135 Central Avenue, Los Gatos, CA 95030, Shane L. Kenyon of 5264 Lilac Avenue, Livermore, CA 94551, and Jorge A. Marquez Sanchez of 22471 St. Andrews Avenue, Cupertino, CA 95014, invented a certain new and useful invention entitled "PEDAL ASSEMBLY FOR A MOTOR VEHICLE" (hereinafter "Invention") for which an application for Letters Patent of the United States has been prepared and filed on January 10, 2020, receiving Serial No. 16/739,932, and further identified as Attorney File No. 8322-554 (hereinafter "Application"); and

WHEREAS, NIO USA, Inc. ("ASSIGNEE"), a corporation duly registered in the State of California, whose postal address is 3200 North First Street, San Jose, California 95134, desires to acquire the entire right, title, and interest in and to the Invention, the United States, international, and foreign applications filed or to be filed directed to the Invention and any Letters Patents to be granted for the Invention in the United States and in all foreign countries;

NOW, THEREFORE, be it known that for and in consideration of certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Invention(s) for all territories in the world and any improvements and modifications thereto, the Application(s), all applications claiming benefit of the Application(s), including, but not limited to, all divisional, continuation, and continuation-in-part applications, and reissue and reexaminations thereof; all Letters Patent, Invention Registrations, Utility Models, Extension and other patent rights, that may be granted thereon in the United States or any other country; together with the right to claim priority under the International Convention in all member countries (collectively "Related Applications"); and all causes of action arising therefrom including the right to enforce and sue for past, present, and future infringements and to collect all proceeds thereof (including, but not limited to, all license royalties). We authorize and request the United States Patent and Trademark Office or foreign equivalent to issue all Letters Patent or similar legal protection for the Invention(s) to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

For, and in consideration of, the certain good and valuable consideration, we do further sell, assign, transfer, and set over to ASSIGNEE, the right to claim priority to the Application(s) for all Related Applications, including without limitation all applications pursuant to the Patent Cooperation Treaty and national and regional applications filed therefrom, all applications for the territory of the United States of America, and all continuation, divisional, continuation-in-part and reissue applications thereof, and all patent applications in foreign countries and the right to be granted a patent for any of the foregoing applications;

AND We covenant and agree that We have the full right to convey the entire right, title, and interest herein assigned and that We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, We will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the Invention(s) in the United States and in all foreign countries, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns;

AND We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number(s) and Filing Date(s) into this Assignment, if none is indicated on that date of our execution of this agreement.

This Assignment may be executed in counterparts, and said counterparts being deemed as original Assignment documents collectively.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 1/16/2020		· Am		
		Ryan T. Mackintosh		
Dates	B	*		
		Martin J. McKeefery		
Date	8	Shane L. Kenyon		
Date		Y		
		Jorge A. Marquez Sanchez		

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AND We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number(s) and Filing Date(s) into this Assignment, if none is indicated on that date of our execution of this agreement.

This Assignment may be executed in counterparts, and said counterparts being deemed as original Assignment documents collectively.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date:	Ву:	() 	
	Ryan T. Mackintosh		
Date: 01/08/2020	By: Market Harmony	erc.	
***	Martin J. McKegfery		
***	# *	\$1	
Date:	Ву:	.a.	
	Shane L. Kenyon		
Date:	Ву:		
*	Jorge A. Marquez Sanchez		

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AND We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number(s) and Filing Date(s) into this Assignment, if none is indicated on that date of our execution of this agreement.

This Assignment may be executed in counterparts, and said counterparts being deemed as original Assignment documents collectively.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date:	Bv:	a
	Ryan T. Mackintosh	
en e		
Date:	Ву:	
8	Martin J. McKeefery	
Date: 1/10/20	By: Il & L	
	Shane L. Kenyon	
	*	
Date:	Ву:	
	Jorge A. Marquez Sanchez	

IREMAINDER OF PAGE INTENTIONALLY LEFT BLANK!

AND We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number(s) and Filing Date(s) into this Assignment, if none is indicated on that date of our execution of this agreement.

This Assignment may be executed in counterparts, and said counterparts being deemed as original Assignment documents collectively.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date:	By: Ryan T. Mackintosh	
Date:	By: Martin J. McKeefery	*
Date:	89:	#
8	Shane L. Kenyon	
Date: Jan 9th, 2020	By:	*** 2
8 - 88 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Jorge A. Marquez Sanchez	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSIGNEE:

NIÓ USA, INC.

Paula Kutansky-Brown

Printed Name

General Counsel Title

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Page 3 of 3