

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUKE MORROW	05/11/2020
ROBERT DINGLI	05/11/2020
RECEIVING PARTY DATA	
Name:	PONY AI INC.
Street Address:	C/O OSIRIS INTERNATIONAL CAYMAN LIMITED
Internal Address:	P.O. BOX 32311, SUITE #4-210, GOVERNORS SQUARE, 23 LIME TREE BAY AVENUE
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15931524
CORRESPONDENCE DATA	
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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>	
Phone:	6508152600
Email:	ccarter@sheppardmullin.com
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP
Address Line 1:	379 LYTTON AVENUE
Address Line 4:	PALO ALTO, CALIFORNIA 94301
ATTORNEY DOCKET NUMBER:	58NK-299214-US
NAME OF SUBMITTER:	ALEX Y. NIE
SIGNATURE:	/Alex Y. Nie/
DATE SIGNED:	05/18/2020
Total Attachments: 4	
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source=PN114 Assignment 58NK-299214.doc#page2.tif	
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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

**Pony AI Inc.
c/o Osiris International Cayman Limited
P.O. Box 32311, Suite #4-210, Governors Square
23 Lime Tree Bay Avenue
Grand Cayman KY1-1209
Cayman Islands**

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

SYSTEMS AND METHODS FOR COOLING VEHICLE COMPONENTS

as set forth in United States Patent Application

check one [X] executed concurrently herewith,
 [] executed on _____,
 [] Serial No.: _____ Filed _____

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Sheppard Mullin Richter & Hampton LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Sheppard Mullin Richter & Hampton LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

ASSIGNOR/INVENTOR(S):

NAME: Luke Morrow

SIGNATURE:  DATE: 5/11/2020
EB0773BABAF7415...

NAME: Robert Dingli

SIGNATURE: _____ DATE: _____

ASSIGNEE:

Pony AI Inc.

Signature: _____
Name: Jun Peng
Title: Chief Executive Officer
Date: _____

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NAME: Luke Morrow

SIGNATURE: _____ DATE: _____

NAME: Robert Dingli

SIGNATURE:  _____ DATE: 5/11/2020
DocuSigned by:
32C76DC72B4A47D...

ASSIGNEE:

Pony AI Inc.

Signature: _____
Name: Jun Peng
Title: Chief Executive Officer
Date: _____