506354146 11/13/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6400900

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name     | Execution Date |
|----------|----------------|
| DV8, LLC | 11/12/2020     |

#### **RECEIVING PARTY DATA**

| Name:             | DRAKE AUTOMOTIVE GROUP, LLC |  |
|-------------------|-----------------------------|--|
| Street Address:   | 6400 SYCAMORE CANYON BLVD   |  |
| Internal Address: | SUITE A                     |  |
| City:             | RIVERSIDE                   |  |
| State/Country:    | CALIFORNIA                  |  |
| Postal Code:      | 92507                       |  |

### **PROPERTY NUMBERS Total: 12**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D538733 |
| Patent Number: | D537768 |
| Patent Number: | D573523 |
| Patent Number: | D578052 |
| Patent Number: | D573930 |
| Patent Number: | D573931 |
| Patent Number: | D578051 |
| Patent Number: | D624477 |
| Patent Number: | D651152 |
| Patent Number: | D688186 |
| Patent Number: | D701157 |
| Patent Number: | D828802 |

### **CORRESPONDENCE DATA**

**Fax Number:** (248)566-8403

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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REEL: 054363 FRAME: 0722

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|--|-----------------------|--|
| ATTORNEY DOCKET NUMBER:                          | 261614-392121         |  |
| NAME OF SUBMITTER:                               | BRANDON C. GRIFFITH   |  |
| SIGNATURE:                                       | /Brandon C. Griffith/ |  |
| DATE SIGNED:                                     | 11/13/2020            |  |
| Total Attachments: 4                             |                       |  |
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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of November 12, 2020, is made by DV8, LLC ("Assignor"), a California limited liability company, in favor of Drake Automotive Group, LLC ("Assignee"), a Delaware limited liability company.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Patent Rights"):

- (a) the inventions disclosed and claimed in the patents and patent applications set forth in Schedule 0 hereto, each of the patents and patent applications set forth in Schedule 0 and any other applications for patents filed anywhere in the world that claim any of the inventions disclosed and claimed in the patents and patent applications set forth in Schedule 0 hereto, including but not limited to any PCT International Applications and all national-stage applications based thereon, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof in any jurisdiction worldwide (the "Patents");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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
- (d) 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, 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.

Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assigned Patent Rights to Assignee, or any assignee or successor thereto.

This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance 36852494.2

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with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

2

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PATENT REEL: 054363 FRAME: 0725 IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

DV8, LLC Michael Eukas By:

Title: Vice President Address for Notices:

Drake Automotive Group, LLC

By:

Name: Michael Zukas Title: Vice President Address for Notices:

3

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## **SCHEDULE 1**

# ASSIGNED PATENTS AND PATENT APPLICATIONS

| Title     | Pub. No.  | App. No.   |
|-----------|-----------|------------|
| WHEEL CAP | USD538733 | 29/265,862 |
| WHEEL CAP | USD537768 | 29/265,861 |
| WHEEL     | USD573523 | 29/294,576 |
| WHEEL     | USD578052 | 29/294,583 |
| WHEEL CAP | USD573930 | 29/294,575 |
| WHEEL CAP | USD573931 | 29/294,584 |
| WHEEL CAP | USD578051 | 29/294,577 |
| WHEEL     | USD624477 | 29/370,075 |
| WHEEL     | USD651152 | 29/400,433 |
| WHEEL     | USD688186 | 29/447,307 |
| WHEEL     | USD701157 | 29/447,334 |
| WHEEL     | USD828802 | 29/601,184 |

4

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**RECORDED: 11/13/2020** 

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