506695000 06/02/2021 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY DA	٩ΤΑ			
		Name	Execution Date	
RICHARD KIM			11/13/2019	
TAEHO KIM			10/24/2019	
ARTHUR MARTINS	11/11/2019			
CAMERON BRESN			10/24/2019	
DAVID KAYLOR			10/25/2019	
RECEIVING PARTY DA	TA			
Name:	CANO	D INC.		
Street Address:	19951 MARINER AVENUE			
City:	TORRANCE			
State/Country:	CALIFORNIA			
Postal Code:	90503			
PROPERTY NUMBERS Total: 1 Property Type		Number]	
Application Number:		29706604		
CORRESPONDENCE D	AIA			
		(070)600 0616		
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ASSIGNMENT AGREEMENT

WHEREAS, I/We, Richard Kim, Taeho Kim, Arthur Martins, Cameron Bresn, and David Kaylor, (Assignor(s)) have made certain new and useful inventions, improvement and/or designs set forth in an application for Letters Patent of the United States entitled Vehicle Console and Display Panel, filed on September 20, 2019 and having been assigned Application No. 29/706,604 (Assigned Patent Application);

WHEREAS, Canoo Inc., a Delaware corporation, having a place of business at 19951 Mariner Avenue, Torrance, California, 90503 (Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions, improvement and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, Assignor(s) and Assignee do hereby enter into the following Assignment Agreement.

1. Definitions

The Assigned Patent Rights means certain new and useful inventions, improvements, and designs made by the Assignor(s) for which the Assigned Patent Application has been or will be filed.

The Assigned Patent Rights also includes:

- the Assigned Patent Application;
- all Letters Patent granted based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the Assigned Patent Rights;
- any provisional patent application to which priority is claimed under 35 U.S.C. § 119(e) by an application for Letters Patent forming part of the Assigned Patent Rights and any conversion under 37 C.F.R. 1.53(c)(2) or (3) that has not previously been assigned by the Assignor(s);
- all divisionals, continuations, continuations-in-part, and any design patent application claiming priority to an application for Letters Patent forming part of the Assigned Patent Rights;
- any revival, reissue, reexamination, renewal or extension of an application for Letters Patent forming part of the Assigned Patent Rights;

- any substitute application filed based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any priority rights associated with an application for Letters Patent forming part of the Assigned Patent Rights, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;
- any legal equivalents of priority rights associated with an application for Letters Patent forming part of the Assigned Patent Rights, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and
- any right to sue for infringement of any right arising from the filing of an application for Letters Patent forming part of the Assigned Patent Rights.

2. Assignment of the Assigned Patent Rights

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** confirm that they have and/or otherwise do hereby sell, assign, and transfer to **Assignee**, and the successors, and assigns of the **Assignee** all right, title, and interest in and to the **Assigned Patent Rights** for the United States and its territorial possessions and in all foreign countries.

3. Cooperation Agreement

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

- promptly provide Assignee, upon request, with all pertinent facts and documents relating to the Assigned Patent Rights, including, but not limited to, copies of any documents evidencing conception and/or reduction to practice within Assignor(s)' possession;
- cooperate with Assignee in the protection and prosecution of the Assigned Patent Rights;
- testify with respect to all pertinent facts and documents relating to the Assigned Patent Rights in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;
- · review, execute, verify, acknowledge and deliver to Assignee or its legal

representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce the **Assigned Patent Rights**; and

 perform such other acts as Assignee lawfully may request to obtain or maintain the Assigned Patent Rights.

4. Assignor(s) Representations

The **Assignor(s)** hereby represent and warrant that they have not entered into any assignment, license agreement, sale agreement, or encumbrance that conflicts with the assignment of the **Assigned Patent Rights**.

5. Authorization to issue patents in name of Assignee

The Assignor(s) and Assignee hereby confirm that the assignment to the Assignee of all rights in the Assigned Patent Rights includes authorization by the Assignor(s) for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the Assigned Patent Rights to the Assignee, its successors, or assigns.

Assignor(s) grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This **Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Assignment**.

IN TESTIMONY WHEREOF, I, Richard Kim, hereunto set my hand this _____ day of ______

Richard Kim 19951 Mariner Ave Torrance, CA 90503

Thick for-

Witnessed by: Michael Fielkow

IN TESTIMONY WHEREOF, I, Taeho Kim, hereunto set my hand this 24 day of

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Taeho Kim 19951 Mariner Ave Torrance, CA 90503

2000

Witnessed by: Mithael Fielkow

Arthur Martins 19951 Mariner Ave

Torrance, CA 90503

make

Witnessed by: Michael Fillboo

IN TESTIMONY WHEREOF, I, Cameron Bresn, hereunto set my hand this $2\frac{1}{2}$ day of _______ *October_____*, 20_19.

Cameron Bresn 19951 Mariner Ave Torrance, CA 90503

Witnessed by: Michael Fielkow

IN TESTIMONY WHEREOF, I, David Kaylor, hereunto set my hand this _____ day of ______

David Kaylor 19951 Mariner Ave Torrance, CA 90503

ih. A.

Witnessed by: Michael Fielkow

Assignee hereby accepts this Assignment:

Martin -

Ligal Counsel, Canoo Inc. 11/1**37**/19 Title Date <u>Michael Fielkow</u> Name