

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ULTRAMOTIVE LLC			06/29/2021
RECEIVING PARTY DATA			
Name:	GUY CHEMICAL COMPANY LLC		
Street Address:	150 S DOMINION DRIVE		
City:	SOMERSET		
State/Country:	PENNSYLVANIA		
Postal Code:	15501		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	6497334		
Patent Number:	7775409		
Patent Number:	8210400		
CORRESPONDENCE DATA			
Fax Number:	(412)918-1199		
<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:	412.918.1110		
Email:	ipdocket@metzlewis.com		
Correspondent Name:	BARRY I FRIEDMAN		
Address Line 1:	535 SMITHFIELD STREET, SUITE 800		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	2686/012		
NAME OF SUBMITTER:	BARRY I FRIEDMAN		
SIGNATURE:	/Barry I Friedman/		
DATE SIGNED:	07/09/2021		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into this 29th day of June, 2021, by and between Ultramotive LLC, a Vermont limited liability company ("Seller"), and Guy Chemical Company LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, Seller desires to assign and Buyer desires to assume all of Seller's rights in and to the Ultramotive Intellectual Property (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
2. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, transfers, conveys, and assigns to Buyer, and Buyer hereby purchases from Seller, all of Seller's rights in and to all Intellectual Property of Seller, including the registered Intellectual Property set forth on **Schedule A** hereto and the tradename "ULTRAMOTIVE" (collectively, the "Ultramotive Intellectual Property") and all intellectual property rights associated therewith, including, but not limited to:
 - all goodwill associated with the business represented by any trade or service mark;
 - any trade or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; and
 - any letters patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the international convention associated therewith.

The same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Seller for damages by reason of past infringement of any Ultramotive Intellectual Property, with all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, dilution or misappropriation of any of the Ultramotive Intellectual Property.

3. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Ultramotive Intellectual Property cannot be assigned as provided in this Agreement, Seller irrevocably agrees to assign and transfer, and hereby assigns and transfers, to Buyer all rights of Seller (including, without limitation, all economic and commercialization rights) in and to the Ultramotive Intellectual Property that can be assigned pursuant to this Agreement to the fullest extent permissible and Seller irrevocably agrees to grant, and hereby grants, Buyer an unlimited, exclusive, irrevocable, worldwide, perpetual, transferable, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights of Seller to the Ultramotive Intellectual Property that cannot be assigned as contemplated by this Agreement.
4. Seller hereby appoints Buyer, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Ultramotive Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Buyer shall be entitled to retain for its own account any amounts pertaining to the Ultramotive Intellectual Property collected.
5. As of the Closing Date, all of the Ultramotive Intellectual Property becomes intellectual property of Buyer and nothing contained herein or in the Purchase Agreement shall preclude Buyer from changing the terms of any agreements with respect to the Ultramotive Intellectual Property after the Closing Date.
6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
7. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. A signed copy of this Agreement delivered by facsimile, e-mail in "portable document format" (.pdf) form or other means of electronic

transmission intended to preserve the original graphic and pictorial appearance of a document shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

ULTRAMOTIVE LLC

By: 

Name: Cloyd Guy Berkebile

Title: President

BUYER:

GUY CHEMICAL COMPANY LLC

By: 

Name: Cloyd Guy Berkebile

Title: President

Signature Page to Assignment of Intellectual Property Agreement

Schedule A

Registered Intellectual Property

Trademark Registrations

EARTH SAFE AIR POWER SYSTEM and DESIGN, United States Trademark Registration No. 3,649,452

Patents

1. United States Patent No. 6,497,334
2. United States Patent No. 7,775,409
3. United States Patent No. 8,210,400