

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7855781

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XL HYBRIDS, INC.	12/20/2022
RECEIVING PARTY DATA	
Name:	DRIVE LABS, INC.
Street Address:	19681 DA VINCI
City:	FOOTHILL RANCH
State/Country:	CALIFORNIA
Postal Code:	92610
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9270217
Patent Number:	8836289
Patent Number:	9622384
Patent Number:	8232750
Patent Number:	10118607
Patent Number:	10773713
Patent Number:	11414067
Patent Number:	11296631
Application Number:	17712310
PCT Number:	US2011067660
CORRESPONDENCE DATA	
Fax Number:	
<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:	619-450-1658
Email:	gabriele.schmid@rimonlaw.com
Correspondent Name:	DAVID DEVERNOE
Address Line 1:	440 STEVENS AVE.
Address Line 2:	SUITE 200
Address Line 4:	SAN DIEGO, CALIFORNIA 92075
NAME OF SUBMITTER:	DAVID DEVERNOE

PATENT

SIGNATURE:	/David Devernoe/
DATE SIGNED:	03/20/2023
Total Attachments: 6 source=Patent Assignment XL Hybrids to Drive Labs#page1.tif source=Patent Assignment XL Hybrids to Drive Labs#page2.tif source=Patent Assignment XL Hybrids to Drive Labs#page3.tif source=Patent Assignment XL Hybrids to Drive Labs#page4.tif source=Patent Assignment XL Hybrids to Drive Labs#page5.tif source=Patent Assignment XL Hybrids to Drive Labs#page6.tif	

ASSIGNMENT OF INVENTIONS & PATENT APPLICATIONS

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of December 30, 2022, is made by **XL Hybrids (also known as XL Hybrids, Inc.)** ("Assignor"), a Delaware corporation, located at **145 Newton Street, Boston, Massachusetts 02135**, in favor of **Drive Labs, Inc.** ("Assignee"), a Delaware corporation, located at 19681 Da Vinci, Foothill Ranch, CA 92610, the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of March 13, 2023, with an effective date of December 30, 2022 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

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

(a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions 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 necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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.

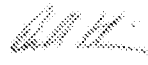
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 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 (whether of the State of California or any other jurisdiction).

Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

**XL Hybrids
(Assignor)**

Date: 3/8/2023

By: 
Name: Donald Klein
Title: CFG

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts from Assignor the sale, assignment, transfer and conveyance unto said Assignee of the full, exclusive and entire right, title, and interest in and to said Application, Related US Applications and Related Foreign Applications, by its duly authorized officer.

**Drive Labs, Inc.
(Assignee)**

Date: _____


By: _____
Name: _____
Title: _____

Patent Assignment - XL Hybrids to Drive Labs

Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

XL Hybrids
(Assignor)

Date: 3/8/2023

By: 

Name: Donald Klein

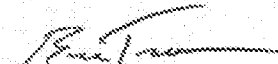
Title: CFO

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts from Assignor the sale, assignment, transfer and conveyance unto said Assignee of the full, exclusive and entire right, title, and interest in and to said Application, Related US Applications and Related Foreign Applications, by its duly authorized officer.

Drive Labs, Inc.
(Assignee)

Date: March 13, 2023

By: 

Name: Brian Treger

Title: CEO

Schedule 1

a. Combination charger and motive power device

1. Patent number: US 9270217

Type: Grant

Jurisdiction: US

Filed: May 23, 2014

Date of Patent: February 23, 2016

2. Patent number: US 8836289

Type: Grant

Jurisdiction: US

Filed: October 31, 2012

Date of Patent: September 16, 2014

3. Patent application number: PCT/US2011/067660

Type: Application

Jurisdiction: PCT

Filed: December 28, 2011

Date of Publication: May 30, 2013

4. Patent number: CN104221277B

Type: Grant

Jurisdiction: China

Filed: December 28, 2011

Date of Patent: September 18, 2018

b. Fishtail Packaging and Cooling

1. Patent number: US 9622384

Type: Grant

Jurisdiction: US

Filed: October 31, 2012

Date of Patent: April 11, 2017

c. Broad turndown ratio traction drive

1. Patent number: US 8232750

Type: Grant

Jurisdiction: US

Filed: February 25, 2010

Date of Patent: July 31, 2012

d. Dynamic hybrid vehicle system for adjusting motor rotary position

1. Patent number: US 10118607

Type: Grant

Jurisdiction: US

Filed: April 19, 2018

Date of Patent: November 6, 2018

2. Patent number: US 10773713

Type: Grant

Jurisdiction: US

Filed: October 19, 2018

Date of Patent: September 15, 2020

3. Patent number: US11414067

Type: Grant

Jurisdiction: US

Filed: September 9, 2020

Date of Patent: August 16, 2022

e. Dynamic hybrid vehicle system for adjusting the rotary position independent of motor mount

1. Patent number: US 11296631

Type: Grant

Jurisdiction: US

Filed: November 13, 2019

Date of Patent: April 5, 2022

2. Patent application number: 17/712,310 (Published as US20220231623)

Type: Application

Jurisdiction: US

Filed: April 4, 2022

Date of Patent: TBD