508050097 08/04/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT8097251

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AJINKYA DHOPAOKAR	07/11/2023
DAVID KEMPER	07/11/2023

RECEIVING PARTY DATA

Name:	OMNI POWERTRAIN TECHNOLOGIES, LLC
Street Address:	3620 W 11TH ST., STE. A
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77008

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	18365544

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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.

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Email: ipdocketing@haynesboone.com **Correspondent Name:** HAYNES AND BOONE, LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

Address Line 2: IP SECTION

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	44380.101US01
NAME OF SUBMITTER:	DELAUNDA N. KITTRELL
SIGNATURE:	/Delaunda N. Kittrell/
DATE SIGNED:	08/04/2023

Total Attachments: 2

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PATENT 508050097 REEL: 064496 FRAME: 0620

ASSIGNMENT

WHEREAS, Ajinkya Dhopaokar (an "ASSIGNOR") and David Kemper (an "ASSIGNOR"), have developed and is the owner of certain inventions as embodied in and represented by the Intellectual Property, as defined below.

"Intellectual Property" shall collectively mean the technology developed by ASSIGNOR and generally titled:

and generally titled:
DRIVE SYSTEM FOR A UTILITY VEHICLE
as well as any application related thereto, including, without limitation, the application(s):
of even date filed herewith;
filed on August 4, 2023 and assigned application number 18/365,544 .
WHEREAS, each ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Omni Powertrain Technologies, LLC. ("ASSIGNEE"), a corporation, doing business at 3620 W 11 th St., Ste. A, Houston, Texas 77008, United States of America.
NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:
Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title, and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any provisional, divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such patents, as well as all rights to claim priority to any of the foregoing and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.
Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

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PATENT REEL: 064496 FRAME: 0621 Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual Property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR further covenants that he will not undertake any activity to erode or challenge the ASSIGNEE'S rights in the Intellectual Property assigned hereunder.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of any Letters Patent, to file disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

ASSIGNEE, its successors, assigns or legal representatives, all facts relating to the Intellectual

Each ASSIGNOR further covenants that he will at all times communicate to the

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