

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Collateral Lien Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY		11/04/2018	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DP WORLD FZE		
<b>Street Address:</b>	DP World, 5th Floor		
<b>Internal Address:</b>	LOB 17, JAFZA		
<b>City:</b>	Dubai		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Entity Type:</b>	limited company: UNITED ARAB EMIRATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86531572	HYPERLOOP	
<b>Serial Number:</b>	86531581		
<b>Serial Number:</b>	86790905		
<b>Serial Number:</b>	86790925		
<b>Serial Number:</b>	86790944	INFINITYLOOP	
<b>Serial Number:</b>	86790963	INFINITYLOOP	
<b>Serial Number:</b>	86839132	LA MACHINA	
<b>Serial Number:</b>	86868313	HYPERLOOP IS REAL	
<b>Serial Number:</b>	86883204	LOOP	
<b>Serial Number:</b>	86883212	LOOPER	
<b>Serial Number:</b>	86883217	LOOPING	
<b>Serial Number:</b>	86907619	TRANSPONICS	
<b>Serial Number:</b>	87035463	HYPERLOOP ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>			
<b>Email:</b>	valerie.swanson@klgates.com		

CH \$340.00 86531572

TRADEMARK

**Correspondent Name:** K&L Gates LLP  
**Address Line 1:** P.O. Box 1135  
**Address Line 4:** Chicago, ILLINOIS 60690-1135

**ATTORNEY DOCKET NUMBER:** 2815481-79

**NAME OF SUBMITTER:** Donald E. Bingham

**SIGNATURE:** /Donald E. Bingham/

**DATE SIGNED:** 02/04/2019

**Total Attachments: 6**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
COLLATERAL LIEN AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN AGREEMENT** (this “**Assignment**”), dated as of November 4, 2018 is made by **THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY** (“**Assignor**”), in favor of **DP WORLD FZE**, as collateral agent for the Purchasers from time to time party to the Purchase Agreement described below (in such capacity, “**Assignee**”).

**RECITALS:**

A. Hyperloop Technologies, Inc., a Delaware corporation (the “**Company**”), the purchasers party thereto, and Assignor, as collateral agent for the purchasers thereunder, entered into that certain Subordinated Secured Convertible Promissory Note Purchase Agreement dated as of December 18, 2017 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Purchase Agreement**”).

B. The Company executed and delivered an Intellectual Property Security Agreement dated as of January 25, 2018 and recorded with the United States Patent and Trademark Office on February 5, 2018 at Reel/Frame 6266/0205 and Reels/Frames 045252/0397 and 046993/0499, respectively, with respect to the registered trademarks identified on Schedule I attached hereto and registered patents identified on Schedule II attached hereto (the “**Recorded Intellectual Property Collateral Lien**”) in favor of the Assignor pursuant to which the Company granted a security interest to the Assignor in the “Intellectual Property Collateral” defined therein.

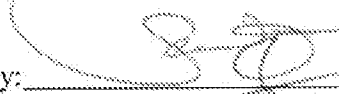
C. The Company, Assignor, the Assignee and certain purchasers under the Purchase Agreement entered into that certain Intercreditor Agreement and Amendment dated as of November 4, 2018 (the “**Amendment**”) pursuant to which (i) Assignor resigned as agent for the Purchasers and the Purchasers appointed Assignee as successor collateral agent for the Purchasers and (ii) Assignor agreed to assign all of the Assignor’s rights, titles and interests in and to the Recorded Intellectual Property Security Agreement to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign all of the Assignor’s right, title or interest in and to the Recorded Intellectual Property Security Agreement to Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Collateral Lien to be executed this 4<sup>th</sup> day of November, 2018.

**THE PENINSULAR AND ORIENTAL STEAM  
NAVIGATION COMPANY**

By:   
Name: Sammad Qureshi  
Title: Director

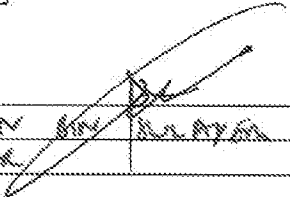
Acknowledged and Agreed:

**DP WORLD FZE**

By:

Name: SULTAN bin SAAD bin

Title: Ad. Exec.



**SCHEDULE I**

**Trademarks (Recorded at Reel/Frame: 6266/0205)**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	86531572	HYPERLOOP
<b>Serial Number:</b>	86531581	
<b>Serial Number:</b>	86790905	
<b>Serial Number:</b>	86790925	
<b>Serial Number:</b>	86790944	INFINITYLOOP
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<b>Serial Number:</b>	86883217	LOOPING
<b>Serial Number:</b>	86907619	TRANSPONICS
<b>Serial Number:</b>	87035463	HYPERLOOP ONE

**SCHEDULE II**  
**Patents (Recorded at Reel/Frame: 045252/0397)**

<b>Property Type</b>	<b>Number</b>
Patent Number:	9718630
Patent Number:	9511959
Patent Number:	9517901
Patent Number:	9604798
Patent Number:	9599235
Patent Number:	9566987
Patent Number:	9764648
Patent Number:	9641117
Patent Number:	9809232
Application Number:	15007829
Application Number:	15007993
Application Number:	15007940
Application Number:	15007745
Application Number:	15291563
Application Number:	15298905
Application Number:	15338102
Application Number:	15374230
Application Number:	15434622
Application Number:	15452107
Application Number:	15471522
Application Number:	15471720
Application Number:	15478800
Application Number:	15591452
Application Number:	15639190
Application Number:	15653927
Application Number:	15670771
Application Number:	15675034

Application Number:	15689860
Application Number:	15718473
Application Number:	15820663
Application Number:	62594210
Application Number:	62274980
Application Number:	62559241
Application Number:	62554287
Application Number:	62558886
Application Number:	62566871
Application Number:	62578875
Application Number:	62464706
Application Number:	62471773
Application Number:	62471740
Application Number:	62478948
Application Number:	62500735
Application Number:	62503571
Application Number:	62527567
Application Number:	62528800
Application Number:	62514276
Application Number:	62478338
Application Number:	62535595
Application Number:	62537689
Application Number:	62582033
Application Number:	62583489

**Patents (Recorded at Reel/Frame: 046993/0499)**

Property Type	Number
Patent Number:	9533697