

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUANTUM FUEL SYSTEMS TECHNOLOGIES WORLDWIDE, INC.		07/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DOUGLAS ACQUISITIONS LLC		
Street Address:	125 EAST SIR FRANCIS DRAKE BVLD.		
Internal Address:	SUITE 400		
City:	LARKSPUR		
State/Country:	CALIFORNIA		
Postal Code:	94939		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4045582	Q DRIVE	
Registration Number:	4474965	Q	
Registration Number:	4401730	Q-LITE	
CORRESPONDENCE DATA			
Fax Number:	2067577700		
<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:	2067578215		
Email:	seatm@dwt.com, gabrielalopez@dwt.com, michaelamason@dwt.com		
Correspondent Name:	Gabriela López		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 2200		
Address Line 4:	SEATTLE, WASHINGTON 98101		
NAME OF SUBMITTER:	GABRIELA LOPEZ		
SIGNATURE:	/GL/		
DATE SIGNED:	07/18/2016		
Total Attachments: 5			

CH \$90.00 4045582

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**ASSIGNMENT AGREEMENT
(TRADEMARKS)**

This Assignment and Assumption Agreement (this “**Assignment**”) is made as of July 13, 2016, by and between Quantum Fuel Systems Technologies Worldwide, Inc. a Delaware corporation (“**Seller**”), and Douglas Acquisitions LLC, a California limited liability company (“**Buyer**”), in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of April 8, 2016, as amended, between Buyer, Seller, the K&M Douglas Trust, and the Douglas Irrevocable Descendant’s Trust (the “**Agreement**” with capitalized terms used but not defined herein having the meanings given to them in the Agreement).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Buyer and Seller hereby agree as follows:

1. Consistent with the terms and subject to the conditions of the Agreement, Seller hereby assigns, transfers and conveys to Buyer all of Seller’s right, title, and interest in and to any registered or applications of trademarks, service marks, and trade names, including the marks set forth on the attached Schedule A and the applications and registrations identified therein (the “**Marks**”), and further, all rights and privileges pertaining to the Marks (including any common law rights that may exist and are associated therewith, and all rights or claims arising out of any damage or infringement of the Marks by any third party), together with the goodwill of the business symbolized thereby.

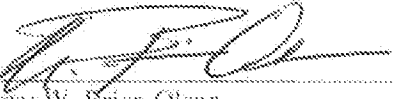
2. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

3. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by fax or scanned copy and e-mail shall constitute effective execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

QUANTUM FUEL SYSTEMS TECHNOLOGIES
WORLDWIDE, INC.

By 
Name: W. Brian Olson
Title: Chief Executive Officer

DOUGLAS ACQUISITIONS LLC

By _____
Name: Tim McGaw
Title: President

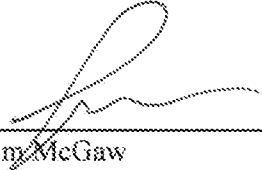
{Signature Page to Assignment and Assumption Agreement (Trademarks)}

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

**QUANTUM FUEL SYSTEMS TECHNOLOGIES
WORLDWIDE, INC.**

By _____
Name: W. Brian Olson
Title: Chief Executive Officer

DOUGLAS ACQUISITIONS LLC


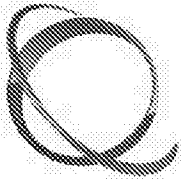

By  _____
Name: Tim McGaw
Title: President

[Signature Page to Assignment and Assumption Agreement (Trademarks)]

EXHIBIT A

MARKS

Trademarks Owned

<u>Description of Trademark</u>	<u>Registration Number</u>	<u>Registered by</u>	<u>Registration Date</u>	<u>Class</u>
	Reg. No. 4,045,582	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Oct. 25, 2011	Int. Cl.: 12 (for: electric and electric hybrid land vehicles and structural parts therefor, in class 12 (U.S. CLS. 19, 21, 23, 31, 35 and 44)
	Reg. No. 4,474,965	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Jan. 28, 2014	Int. Cl. 12 and 20 For: electric and electric hybrid land vehicles and structural parts therefor, in class 12 (U.S. CLS. 19, 21, 23, 31, 35 and 44) For: non-metal cylinders for compressed gas or liquids, sold empty, in class 20 (U.S. CLS 2, 13, 22, 25, 32 and 50)
	Reg. No. 4,401,730	Quantum Fuel Systems Technologies Worldwide, Inc., a DE corporation	Sep. 10, 2013	Int. Cl. 20 For: non-metal cylinders for compressed gas or liquids, sold empty, in class 20 (U.S. CLS 2, 13, 22, 25, 32 and

				50)
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Trademarks Not Yet Pending

- Q-Cab^{LITE}
- Q-Rail^{LITE}
- Q-VP⁶⁵⁰