

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM493187

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|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bluegentech LLC | | 06/05/2015 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Bluegentech LLC | | |
| Street Address: | 1130 South 3800 West, Suite 200 | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84104 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86617100 | NIKOLA | |
| Serial Number: | 86617110 | NIKOLA | |
| Serial Number: | 86617129 | NIKOLA | |
| Serial Number: | 86617142 | NIKOLA | |
| Serial Number: | 86617153 | NIKOLA | |
| Serial Number: | 86617159 | NIKOLA | |
| Serial Number: | 86617205 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617213 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617221 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617229 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617236 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617245 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617252 | NIKOLA MOTOR COMPANY | |
| Serial Number: | 86617120 | NIKOLA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8018528203 | | |
| <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> | | | |

OP \$365.00 86617100

| | |
|----------------------------|----------------------------|
| Phone: | 8018547675 |
| Email: | docket@techlawventures.com |
| Correspondent Name: | Terrence Edwards |
| Address Line 1: | 3290 West Mayflower Ave. |
| Address Line 4: | Lehi, UTAH 84043 |

| | |
|---------------------------|-----------------------|
| NAME OF SUBMITTER: | Terrence J. Edwards |
| SIGNATURE: | /Terrence J. Edwards/ |
| DATE SIGNED: | 10/09/2018 |

Total Attachments: 4

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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (the "Assignment") is made and entered into by and between Bluegentech, LLC, a Utah limited liability company ("Assignor") and Bluegentech LLC, an Ohio limited liability company ("Assignee").

RECITALS

- A. Assignor was registered with the Utah Division of Corporations on May 18, 2012.
- B. On or about June 5, 2015, Assignee was registered with the Ohio Secretary of State.
- C. It was the intent of the owners of Assignor to transfer all of the intellectual property of Assignor over to Assignee as capital contributions for Assignee.
- D. The parties now desire to memorialize the assignment of such intellectual property in accordance with this Assignment.

AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. **Assignment.** 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 IP"):

(a) the trademarks, the trademark registrations, and the applications set forth on the attached Schedule 1, which is incorporated into this Assignment by this reference, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 and/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, dilution, 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 authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

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

5. Governing Law. This Assignment is governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule.

[Signatures on following page]

Dated effective June 5, 2015.

ASSIGNOR: Bluegentech, LLC,
a Utah limited liability company

By: Trevor Miller
Name: Trevor Miller
Title: CEO

AGREED TO AND ACCEPTED:

ASSIGNEE: Bluegentech LLC,
an Ohio limited liability company

By: Trevor Miller
Name: Trevor Miller
Title: CEO

Schedule 1

Assigned Trademarks, Trademark Registrations, and Trademark Applications

| MARK | Serial No. | Filing Date |
|----------------------|------------|-------------|
| NIKOLA | 86/617,100 | 05/01/2015 |
| NIKOLA | 86/617,110 | 05/01/2015 |
| NIKOLA | 86/617,120 | 05/01/2015 |
| NIKOLA | 86/617,129 | 05/01/2015 |
| NIKOLA | 86/617,142 | 05/01/2015 |
| NIKOLA | 86/617,153 | 05/01/2015 |
| NIKOLA | 86/617,159 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,205 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,213 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,221 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,229 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,236 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,245 | 05/01/2015 |
| NIKOLA MOTOR COMPANY | 86/617,252 | 05/01/2015 |