

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynamic Manufacturing Solutions, LLC		06/28/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Dynamic Autonomous Vehicle Technology LLC		
Street Address:	2503 Westlake Dr.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87772863	DAVTECH	
Serial Number:	87772904	FLIGHT CREW	
Serial Number:	87772878	COPILOT	
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:	206-753-1450		
Email:	eric.adler@egannelson.com		
Correspondent Name:	Eric Adler		
Address Line 1:	221 W 6th St STE 700		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Eric Adler		
SIGNATURE:	/Eric Adler/		
DATE SIGNED:	03/25/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (“**Trademark Assignment**”), dated as of June 28, 2018, is made by Dynamic Manufacturing Solutions, LLC (“**Transferor**”), a Texas limited liability company, located at 600 Center Ridge Dr. #100, Austin, Texas 78753, in favor of Dynamic Autonomous Vehicle Technology LLC (“**Recipient**”), a Texas limited liability company, located at 2503 Westlake Dr. Austin, TX 78746.

WHEREAS, the Transferor desires to convey, transfer and assign to Recipient, among other assets, certain intellectual property, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

WHEREAS, the Transferor owns the DAV Tech business plan and certain other plans and intellectual property related to the DAV Tech business (the “**Business Plan**”).

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the payment of \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Recipient all of Transferor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the Business Plan and the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Transferor’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 Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) 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. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Recipient. Following the date hereof, Transferor shall take such steps and actions, and provide such cooperation and assistance to Recipient 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Recipient, or any assignee or successor thereto.

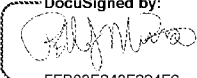
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Transferor has duly executed and delivered this Trademark Assignment as of the date first written above.

Dynamic Manufacturing Solutions, LLC

DocuSigned by:

By: _____
FFB03E243F224F6...
Name: Robb Misso
Title: CEO
Email: rmisso@dmsusa.com

AGREED TO AND ACCEPTED:

Dynamic Autonomous Vehicle Technology LLC

DocuSigned by:

By: _____
31D0EA8730904B7...
Craig Nehrkorn
Title: Partner
craig@guinnpartners.com

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App No.	Reg. No.	Notes
DAVTECH	87772863		
FLIGHT CREW	87772904		
COPILOT	87772878		