

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matao Cao		01/15/2020	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tao Motor Inc.		
<b>Street Address:</b>	2201 Luna Rd.		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75006		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88349288	RIVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888278880		
<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>Phone:</b>	9095204381		
<b>Email:</b>	twang@TheWangIPLaw.com		
<b>Correspondent Name:</b>	Tommy SF Wang		
<b>Address Line 1:</b>	18645 E. Gale Ave., Suite 205		
<b>Address Line 4:</b>	City of Industry, CALIFORNIA 91748		
<b>NAME OF SUBMITTER:</b>	Tommy SF Wang		
<b>SIGNATURE:</b>	/Tommy SF Wang/		
<b>DATE SIGNED:</b>	03/22/2020		
<b>Total Attachments: 3</b>			
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OP \$40.00 88349288

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 15th day of January, 2020 (the “**Effective Date**”) by and between Matao Cao, a citizen of the United States (“**Assignor**”) and Tao Motor Inc., a corporation of Texas (“**Assignee**”).

WHEREAS Assignor owns a right, title and interest in and to certain registered U.S. trademark identified by Serial No.: 88349288 (hereinafter the “**Mark**”),

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Mark together with the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor:
  - (i) all of Assignor’s right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark;
  - (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Mark, including damages and payments for past or future infringements and misappropriations of the Mark; and
  - (iii) all rights to sue for past, present, and future infringements or misappropriations of the Mark.
2. In consideration for the assignment set forth in Paragraph 1, Assignee shall pay Assignor the sum of \$1.00, payable on the Effective Date.
3. Assignor represents and warrants that:
  - (i) Assignor owns a right, title and interest in and to the Mark;
  - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
  - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
  - (iv) there are no liens or security interests against the Mark;

- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
  - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Incorporations or Bylaws.
4. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.
  5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
  6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
  7. Miscellaneous.
    - (i) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
    - (ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
    - (iii) Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing to such litigation shall be entitled, in addition to such other relief

as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement is sought.

- (iv) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (v) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**/s/ Matao Cao**

By: Matao Cao, an Individual

**ASSIGNEE:**

**/s/ Matao Cao**

By: Matao Cao, President of Tao Motor Inc.  
2201 Luna Rd. Carrollton, TX 75006