

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526560

<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>
Johnson Controls Technology Company		04/30/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPS Technology Holdings LLC		
<b>Street Address:</b>	250 Vesey Street, 15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4618057		
<b>Registration Number:</b>	4389896		
<b>Registration Number:</b>	4389894		
<b>Registration Number:</b>	4389893		
<b>Registration Number:</b>	4389895		
<b>Registration Number:</b>	5433982	BATTERYQ	
<b>Registration Number:</b>	2892275	BLUETOP	
<b>Registration Number:</b>	5018941	CIRCATECH	
<b>Registration Number:</b>	4125759	EC STEPS	
<b>Serial Number:</b>	88036204	FREEDOM	
<b>Registration Number:</b>	2398524	LIFECYCLE	
<b>Registration Number:</b>	2707784	LIFECYCLE TECHNOLOGY	
<b>Registration Number:</b>	5120330	LIFESPAN	
<b>Serial Number:</b>	88152614	MUV	
<b>Registration Number:</b>	4354504	OPTIMA	
<b>Registration Number:</b>	5123185	OPTIMA	
<b>Serial Number:</b>	87864032	OPTIMA	
<b>Registration Number:</b>	4354699	OPTIMA	
<b>Serial Number:</b>	87865775	OPTIMA	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Registration Number:	4354529	OPTIMA CHARGERS
Registration Number:	3859579	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4946313	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4946314	OPTIMA ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4341357	POWER PACK NATION
Registration Number:	3104267	POWERFRAME
Registration Number:	3833025	POWER FRAME
Registration Number:	4269562	
Serial Number:	87442700	PUREFLOW TECHNOLOGY
Registration Number:	5324797	Q
Registration Number:	2892327	REDTOP
Registration Number:	1996077	S
Registration Number:	4354492	SIX PACK
Registration Number:	5120329	SOLIDIUM
Registration Number:	2010034	SPIRALCELL TECHNOLOGY
Registration Number:	3935818	
Registration Number:	3524989	THE ULTIMATE POWER SOURCE
Registration Number:	4091471	TRUE STRENGTH
Registration Number:	4964586	ULTIMATE STREET CAR INVITATIONAL
Registration Number:	4724337	VALUE POWER
Registration Number:	2878277	YELLOWTOP

**CORRESPONDENCE DATA**

**Fax Number:** 2123101895

*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.*

**Phone:** 212.626.4242

**Email:** nyctrademarks@bakermckenzie.com,  
lindsey.ustrata@bakermckenzie.com

**Correspondent Name:** Lindsey E. Utrata

**Address Line 1:** 452 Fifth Avenue

**Address Line 2:** Baker McKenzie LLP

**Address Line 4:** New York, NEW YORK 10018

**ATTORNEY DOCKET NUMBER:** 10102796/50606612

**NAME OF SUBMITTER:** Lindsey E. Utrata

**SIGNATURE:** /LEU/

**DATE SIGNED:** 06/05/2019

**Total Attachments: 10**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 30, 2019 ("Effective Date"), is entered into by and between Johnson Controls Technology Company, a Michigan corporation, with offices at 40600 Ann Arbor Road, Suite 201, Plymouth, Michigan 48170-4675 ("Assignor") and CPS Technology Holdings LLC, a Delaware limited liability company, with offices at 250 Vesey Street, 15th Floor, New York, New York 10281 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

## RECITALS

WHEREAS, Johnson Controls International plc ("Seller") and BCP Acquisitions LLC ("Purchaser") have entered into a Stock and Asset Purchase Agreement, dated as of November 13, 2018 (as amended or otherwise modified from time to time, the "Purchase Agreement") pursuant to which Seller has agreed to, and to cause the other Seller Entities (including Assignor) to, sell, assign, transfer and convey to Purchaser, among other things, all of Seller's and the other Seller Entities' right, title and interest in and to all Transferred Intellectual Property, including the trademark registrations and applications set forth on Schedule A attached hereto together with the goodwill associated therewith and symbolized thereby and all common-law rights related thereto (the "Trademarks");

WHEREAS, on April 29, 2019 Purchaser assigned to Panther BF Aggregator 2 LP ("Parent Purchaser") and other Affiliates (as defined hereinafter) of Purchaser including the Assignee, certain rights and obligations under the Purchase Agreement (the "Master Assignment");

WHEREAS, pursuant to the Master Assignment, Purchaser, among other things, assigned to Assignee the Purchaser's right to purchase or otherwise acquire from Assignor, all of the Trademarks;

WHEREAS, in connection with the Purchase Agreement, Assignor and Assignee have entered into an Asset Purchase and Sale Agreement, dated as of April 30, 2019 (the "APSA"); and

WHEREAS, Assignor is executing this Assignment pursuant to the APSA and Section 2.8(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

Section 2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, (i) all of Assignor's right, title, and interest in, to, and under the Trademarks and (ii) any and all rights, claims, credits, causes of action, defenses and rights of

offset or counterclaim to the extent arising from the rights in clause (i) that are available to or being pursued by Assignor against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date. The Trademarks shall be held and enjoyed by Assignee, successor to the business or portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing.

Section 3. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the assigned rights above.

Section 4. Agreement Governs. Nothing contained herein shall in any way modify the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Purchase Agreement shall not be superseded or expanded hereby and shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Further, all rights in any Transferred IP that is not Registered Intellectual Property are simultaneously transferred to Purchaser pursuant to that certain Bill of Sale.

Section 5. Counterparts. This Assignment may be executed in counterparts.

Section 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's principles of conflicts of law.

Section 7. Further Assurances. Without limiting Assignor's obligations under the Purchase Agreement, Assignor shall take all further actions and execute all further documents as are reasonably requested by Assignee to effect and record this Assignment with all applicable authorities.

*[Signature page follows.]*

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

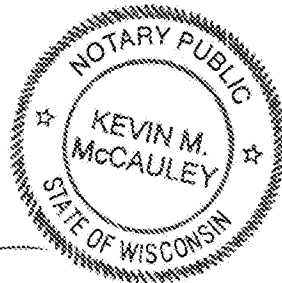
JOHNSON CONTROLS TECHNOLOGY  
COMPANY

By:   
Name: Michael R. Peterson  
Title: President

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) ss.

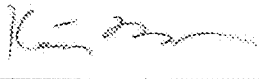
On April 26, 2019, before me, Kevin M. McCauley, Notary Public, personally appeared Michael R. Peterson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

My Commission Expires \_\_\_\_\_  
is permanent

  
Notary Public  
Kevin M. McCauley  
(Type or print name)

[Signature Page to Assignment of Trademarks (WC700 to Brookfield (US))]



SCHEDULE A:



United States of America	Autobatteries Design	ORD	Registered	85775303	09- Nov- 12	4618057	07-Oct-14	27-Oct-24	35 Int.	Johnson Controls Technology Company
United States of America	BATTERY DESIGN I (BLUE TOP) (Color)	ORD	Registered	76623153	03- Dec- 04	4389896	27-Aug-13	27-Aug-23	09 Int.	Johnson Controls Technology Company
United States of America	BATTERY DESIGN I (DOTTED LINES)	ORD	Registered	76623151	03- Dec- 04	4389894	27-Aug-13	27-Aug-23	09 Int.	Johnson Controls Technology Company
United States of America	BATTERY DESIGN I (RED TOP) (Color)	ORD	Registered	76623128	03- Dec- 04	4389893	27-Aug-13	27-Aug-23	09 Int.	Johnson Controls Technology Company
United States of America	BATTERY DESIGN I (YELLOW TOP)	ORD	Registered	76623152	03- Dec- 04	4389895	27-Aug-13	27-Aug-23	09 Int.	Johnson Controls Technology Company
United States of America	BATTERYQ	ORD	Registered	86983612	04- Jun- 15	5433962	27-Mar-18	27-Mar-28	09 Int.	Johnson Controls Technology Company
United States of America	BLUETOP	ORD	Registered	7675228	21- Mar- 01	2892275	12-Oct-14	12-Oct-24	09 Int.	Johnson Controls Technology Company

United States of America	CIRCA TECH	ORD	Registered	86657824	10-Jun-15	5018941	09-Aug-16	09-Aug-26	09 Int.	Johnson Controls Technology Company
United States of America	ECOSTEP'S Logo	ORD	Registered	77559063	30-Aug-08	4125759	10-Apr-12	10-Apr-22	40 Int.	Johnson Controls Technology Company
United States of America	Freedom	ORD	Pending	88036204	13-Jul-18				09 Int.	Johnson Controls Technology Company
United States of America	LIFECYCLE	ORD	Registered	75573829	20-Oct-98	2398524	24-Oct-00	24-Oct-30	09 Int.	Johnson Controls Technology Company
United States of America	LIFECYCLE TECHNOLOGY	ORD	Registered	7627327	21-Jan-01	2707784	15-Apr-03	15-Apr-23	09 Int.	Johnson Controls Technology Company
United States of America	LIFESPAN	ORD	Registered	86657817	10-Jun-15	5120330	10-Jan-17	10-Jan-27	09 Int.	Johnson Controls Technology Company
United States of America	MLV and design	ORD	Published	88152614	12-Oct-18				09 Int.	Johnson Controls Technology Company

08-11	Jan	08-	United States of America	OPTIMA	ORD	Registered	85341048
05-18	Apr	05-	United States of America	OPTIMA	ORD	Published	87864032
23-11	Sep	23-	United States of America	OPTIMA (& Color Design II)	ORD	Registered	85431061
05-05	Apr	05-	United States of America	OPTIMA and Design	ORD	Published	87865775
22-11	Jun	22-	United States of America	OPTIMA CHARGERS LOGO	ORD	Registered	85353069
12-19	Jan	12-	United States of America	OPTIMA ULTIMATE STREET CAR INVITATIONAL	ORD	Registered	77910076
27-15	Oct	27-	United States of America	OPTIMA ULTIMATE STREET CAR INVITATIONAL	ORD	Registered	86801074
27-08	Oct	27-	United States of America	OPTIMA ULTIMATE STREET CAR INVITATIONAL	ORD	Registered	86501083
03-12	Mar	03-	United States of America	POWER PACK INVITATIONAL NATION	ORD	Registered	85668488

United States of America	POWERFRAME	ORD	Registered	76376993	01-Mar-02	3104267	13-Jun-06	13-Jun-26	09 Int.	Johnson Controls Technology Company
United States of America	POWERFRAME LOGO I	ORD	Registered	77845487	09-Oct-09	3633025	10-Aug-10	10-Aug-20	09 Int.	Johnson Controls Technology Company
United States of America	POWERFRAME SWIRL DEVICE (COLOR)	ORD	Registered	85488785	06-Dec-11	4269562	01-Jan-13	01-Jan-23	09 Int.	Johnson Controls Technology Company
United States of America	PUREFLOW TECHNOLOGY & Design	ORD	Published	87442790	09-May-17				09 Int.	Johnson Controls Technology Company
United States of America	Q and Battery Design	ORD	Registered	86983121	04-Jun-15	5324797	31-Oct-17	31-Oct-27	09 Int.	Johnson Controls Technology Company
United States of America	REDTOP	ORD	Registered	763473.8	10-Dec-01	2892327	12-Oct-04	12-Oct-24	09 Int.	Johnson Controls Technology Company
United States of America	S IN OVAL DESIGN	ORD	Registered	745779.5	26-Sep-94	1996077	20-Aug-96	20-Aug-25	09 Int.	Johnson Controls Technology Company
United States of America	SIX PACK	ORD	Registered	8531444	26-May-11	4354492	18-Jun-13	18-Jun-23	09 Int.	Johnson Controls Technology Company
United States of America	SOLIDIUM	ORD	Registered	86657808	10-Jun-15	5120329	10-Jan-17	10-Jan-27	09 Int.	Johnson Controls Technology Company

United States of America	SPIRALCELL TECHNOLOGY	ORD	Registered	75005894	10-Oct-95	2010034	22-Oct-96	22-Oct-96	09 Int.	Johnson Controls Technology Company
United States of America	STOPWATCH (& Design)	ORD	Registered	85020642	22-Apr-10	3935818	22-Mar-11	22-Mar-11	41 Int.	Johnson Controls Technology Company
United States of America	THE ULTIMATE POWER SOURCE	ORD	Registered	77179098	11-May-07	3524989	28-Oct-08	28-Oct-08	09 Int.	Johnson Controls Technology Company
United States of America	TRUE STRENGTH	ORD	Registered	77874601	17-Nov-08	4091471	24-Jan-12	24-Jan-12	09 Int.	Johnson Controls Technology Company
United States of America	ULTIMATE STREET CAR INVITATIONAL	ORD	Registered	86801093	27-Oct-15	4964586	24-May-16	24-May-16	35 Int.	Johnson Controls Technology Company
United States of America	VALUE POWER	ORD	Registered	85930336	13-May-13	4724337	21-Apr-15	21-Apr-15	41 Int.	Johnson Controls Technology Company
United States of America	YELLOWTOP	ORD	Registered	76346859	10-Dec-01	2878277	31-Aug-04	31-Aug-04	09 Int.	Johnson Controls Technology Company