

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eaton Electric Holdings LLC		03/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Signify Holding B.V.		
Street Address:	HIGH TECH CAMPUS 48		
City:	EINDHOVEN		
State/Country:	NETHERLANDS		
Postal Code:	5656AE		
Entity Type:	Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	73839197	EDISON	
Serial Number:	75362764	MCGRAW-EDISON	
Serial Number:	75674056	LEDISON	
Serial Number:	75714373	THOMAS A. EDISON	
Serial Number:	75714374	THOMAS A EDISON	
Serial Number:	75839907		
Serial Number:	75841438	THOMAS A EDISON	
Serial Number:	86456192	PREVAIL	
Serial Number:	86677171	REVOLVE	
Serial Number:	86836445	PERFTEX	
Serial Number:	86848522	D2W	
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:	732-874-3542		
Email:	rene.j.mulders@signify.com		
Correspondent Name:	Daniel J. Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		

CH \$290.00 73839197

Address Line 4:	Valhalla, NEW YORK 10595
ATTORNEY DOCKET NUMBER:	2020PJT80183
DOMESTIC REPRESENTATIVE	
Name:	Daniel J. Piotrowski
Address Line 1:	465 Columbus Avenue, Suite 330
Address Line 4:	Valhalla, NEW YORK 10595
NAME OF SUBMITTER:	Daniel J. Piotrowski
SIGNATURE:	/Daniel J. Piotrowski/
DATE SIGNED:	03/31/2020
Total Attachments: 30	
source=Eaton Electric Holdings LLC - USPTO - Assignment#page1.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page2.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page3.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page4.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page5.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page6.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page7.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page8.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page9.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page10.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page11.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page12.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page13.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page14.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page15.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page16.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page17.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page18.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page19.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page20.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page21.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page22.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page23.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page24.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page25.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page26.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page27.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page28.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page29.tif source=Eaton Electric Holdings LLC - USPTO - Assignment#page30.tif	

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of March 2, 2020 (the “Effective Date”), between EATON ELECTRIC HOLDINGS LLC, having its address at Eaton Center, 1000 Eaton Blvd., Cleveland, OH 44122, United States (the “Assignor”), and SIGNIFY HOLDING B.V., a company incorporated under the laws of the Netherlands having its address at High Tech Campus 48, 5656AE Eindhoven, The Netherlands (the “Assignee”). For good and valuable consideration, receipt of which is acknowledged, Assignor and Assignee agree as follows:

Definitions

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Governmental Authority” means any United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

1. As of the Effective Date, the Assignor hereby irrevocably and unconditionally assigns, transfers, conveys, and sells to the Assignee, and the Assignee accepts, all of the Assignor’s right, title and interest in and to the intellectual property set forth in **Exhibit A** to this Agreement), and with respect to any trademarks therein, all goodwill associated therewith and symbolized thereby in each case (collectively, the “Assigned IP”), including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to collect and retain any past or future damages obtained as a result of such action, free and clear of all charges, claims, mortgages, liens, options, pledges, security interests and/or other restrictions of any kind (“Encumbrances”) other than those certain permitted categories of Encumbrances previously agreed upon by the Assignor (or its Affiliate) and Assignee (or its Affiliate). Assignee may at any time freely assign any of its right, title and interest in and to the Assigned IP, including to any of its Affiliates, and may record or permit others to record such subsequent assignments.
2. The Assignor shall upon request of Assignee and for no additional consideration execute all documents reasonably required to give the Assignee the full benefit of this Agreement and the assignments and transfers set forth herein, including to properly vest, assign and transfer to the Assignee or otherwise to perfect and record such assignment and transfer of Assignee’s title in and to the Assigned IP, including as may be filed and recorded in jurisdictions outside the United States. For purposes of clarity, Assignee shall be

responsible for any costs or expenses associated with Assignor obtaining any associated documents, including without limitation apostilles, legalizations, or notarizations.

3. Assignor agrees to initiate the transfer process with respect to the domain names included in the Assigned IP (the "Assigned Domain Names") electronically from Assignor's account and servers to Assignee's account and as soon as reasonably practicable, but no later than fifteen (15) business days following the Effective Date, and to execute and deliver such assignment and other documents, if reasonably required, and take such action as the registrar of the Assigned Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Assigned Domain Names from Assignor to Assignee.
4. The Assignee is given full powers to attend to the filing and recordation of this Agreement before the relevant authority(ies) as necessary to enforce the above mentioned rights and obligations in conformity with this Agreement, and the Assignor hereby consents to such filing and recordation.
5. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns against the other party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or

proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

6. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES.

[Signature page follows]

SIGNED FOR AND ON BEHALF OF ASSIGNOR

EATON ELECTRIC HOLDINGS LLC

By: 

Name: Lizbeth L. Wright


Title: Vice President and Secretary

Signature Page to the IP Assignment Agreement

TRADEMARK
REEL: 006903 FRAME: 0334

SIGNED FOR AND ON BEHALF OF ASSIGNEES

SIGNIFY HOLDING B.V.

By: 
Name: Michiel Thierry
Title: General Counsel

Signature Page to the IP Assignment Agreement

TRADEMARK
REEL: 006903 FRAME: 0335

EXHIBIT A
ASSIGNED IP

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Austria	AM240995	12/10/1955	34303	04/10/1956	Eaton Electric Holdings LLC

Signature Page to the IP Assignment Agreement

TRADEMARK
REEL: 006903 FRAME: 0337

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Brazil	819212261	4/24/1996	819212261	12/29/1998	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Canada	162189	4/25/1933	UCA1243	04/25/1933	Eaton Electric Holdings LLC
EDISON	Canada	222778	1/4/1954	UCA48560	01/04/1954	Eaton Electric Holdings LLC
PERFTEX	Canada	1974295	7/8/2019			Eaton Electric Holdings LLC
PREVAIL	Canada	1753659	11/6/2015	975420	07/11/2017	Eaton Electric Holdings LLC
REVOLVE	Canada	1744002	8/31/2015			Eaton Electric Holdings LLC
THOMAS A. EDISON (SIGNATURE)	Canada	162188	4/25/1933	UCA1242	04/25/1933	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	China	36650127	3/6/2019			Eaton Electric Holdings LLC
MCGRAW-EDISON	China	960051823	4/26/1996	1060309	07/21/1997	Eaton Electric Holdings LLC
MCGRAW-EDISON	China	950143105	11/14/1995	1012005	05/21/1997	Eaton Electric Holdings LLC
MCGRAW-EDISON (IN CHINESE CHARACTERS)	China	4109408	6/11/2004	4109408	08/21/2006	Eaton Electric Holdings LLC
REVOLVE	China	17811153	8/27/2014	17811153	10/14/2016	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Colombia	95051263	10/31/1995	204125	07/22/1997	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Costa Rica	848495	12/4/1995	97232	09/11/1996	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Great Britain	UK00002040572	10/9/1995	UK00002040572	06/14/1996	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Italy	TO2004C000684	4/15/1994	1100072	07/04/1996	Eaton Electric Holdings LLC
EDISON	Italy	TO2004C000683	4/15/1994	1100073	07/04/1996	Eaton Electric Holdings LLC
THOMAS A. EDISON (SIGNATURE AND PORTRAIT)	Italy	TO2003C002947	11/22/2003	1546961	10/03/1929	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Mexico	244114	9/27/1995	902222	09/27/1995	Eaton Electric Holdings LLC
PERFTEX	Mexico	1,783,387	8/12/2016			Eaton Electric Holdings LLC
PREVAIL	Mexico	1681160	11/17/2015	1627469	04/13/2016	Eaton Electric Holdings LLC
REVOLVE	Mexico	1658774	9/18/2015			Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
PERFTEX	Qatar	103410	1/27/2016	103410	02/13/2017	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
PERFTEX	Saudi Arabia	1437006650	12/30/2015	1437006650	04/28/2016	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Slovenia	Z6480287	1/21/1994	6480287	10/09/1996	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	South Korea	2007-0011494	10/12/1995	369320	07/18/1997	Eaton Electric Holdings LLC
PERFTEX	South Korea	40-2016-65993	8/30/2016	40-1246898	04/17/2017	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
PERFTEX	United Arab Emirates	249352	2/25/2016	249352	02/09/2017	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg. No.	Current Reg. Date	Recorded Owner
D2W	United States	86/848522	12/14/2015	5065855	10/18/2016	Eaton Electric Holdings LLC
EDISON (& design)	United States	73839197	11/14/1989	1636822	03/05/1991	Eaton Electric Holdings LLC
LEDISON	United States	75674056	4/5/1999	2324402	02/29/2000	Eaton Electric Holdings LLC
MCGRAW-EDISON	United States	75362764	9/25/1997	2294981	11/30/1999	Eaton Electric Holdings LLC
PERFTEX	United States	86/836445	12/2/2015	5297075	09/26/2017	Eaton Electric Holdings LLC
PREVAIL	United States	86/456192	11/17/2014	4999079	07/12/2016	Eaton Electric Holdings LLC
REVOLVE	United States	86/677171	6/29/2015	4910158	03/01/2016	Eaton Electric Holdings LLC
THOMAS A. EDISON	United States	75714373	5/27/1999	2495399	10/09/2001	Eaton Electric Holdings LLC
THOMAS A. EDISON (SIGNATURE)	United States	75714374	5/27/1999	2443841	04/17/2001	Eaton Electric Holdings LLC
THOMAS A. EDISON BUST (DESIGN)	United States	75839907	11/5/1999	2452699	05/22/2001	Eaton Electric Holdings LLC
THOMAS A. EDISON SIGNATURE & BUST	United States	75841438	11/5/1999	3003141	10/04/2005	Eaton Electric Holdings LLC

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Venezuela	18342-95	11/17/1995	P195294	03/07/1997	Eaton Electric Holdings LLC
MCGRAW-EDISON AND PROFILE OF EDISON	Venezuela	23181	1/14/1981	107952F	6/6/1984	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Australia	318257	5/15/1978	318257	05/15/1978	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)
EDISON	Australia	187046	4/13/1964	187046	04/13/1964	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Canada	789663	8/9/1995	TMA47337 9	03/24/1997	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)
MCGRAW-EDISON	Canada	810980	4/26/1996	TMA47366 9	03/25/1997	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Croatia	Z934056N	11/4/1993	Z934056	12/19/1995	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
EDISON	Cuba	157/98	2/3/1998	129614	09/22/2000	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)
MCGRAW-EDISON	Cuba	15998	2/3/1998	128678	04/10/2000	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)
MCGRAW-EDISON	Cuba	15898	2/3/1998	128679	02/03/1998	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Ecuador	62762	11/1/1995	4409-97	12/03/1997	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
THOMAS A EDISON (SIGNATURE)	Ireland	13629	5/11/1931	38622	05/11/1931	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
MCGRAW-EDISON	Mexico	257623	3/20/1996	551118	03/20/1996	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)
MCGRAW-EDISON	Mexico	245208	10/10/1995	551012	10/10/1995	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
THOMAS A. EDISON (SIGNATURE)	Switzerland	01565/1980	3/20/1980	2P-305493	09/25/1980	Cooper US, Inc. (Eaton Electric Holdings LLC is successor to Cooper US, Inc.)