

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMERSUB CXIII, INC.		05/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COPELAND LP		
Street Address:	1675 West Campbell Road		
City:	SIDNEY		
State/Country:	OHIO		
Postal Code:	45365		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	72122242	ADK	
Serial Number:	85428477	SURESWITCH	
Serial Number:	85762484	INSPIRE	
Serial Number:	85891607	HOTROD	
Serial Number:	86651331	COMFORT AS A SERVICE	
Serial Number:	86797435	EASY DIY INSTALL WIZARD	
Serial Number:	86797464	EASY DIY INSTALL WIZARD	
Serial Number:	87077325	PREDICT. PREVENT. PROTECT.	
Serial Number:	90025958	ALL-SPARK	
Serial Number:	90318429		
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515332		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MARK NATIVIDAD, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1114		

CH \$265.00 72122242

ATTORNEY DOCKET NUMBER:	010395/2021
NAME OF SUBMITTER:	MARK NATIVIDAD
SIGNATURE:	/MN/
DATE SIGNED:	05/30/2023

Total Attachments: 12

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STEP 35(c) INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of May 25, 2023, is entered into by and between Emersub CXIII, Inc., a Delaware corporation (“**NewCo Corp**”), and Copeland LP, a Delaware limited partnership (“**ECT LP**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Transaction Agreement (as defined below), unless the context herein otherwise requires.

WITNESSETH:

WHEREAS, in connection with the transactions contemplated by that certain Transaction Agreement, dated as of October 30, 2022, by and among Emerson Electric Co. (“**Emerson**”), a Missouri corporation, Emerald JV Holdings L.P., a Delaware limited partnership, BCP Emerald Aggregator L.P., a Delaware limited partnership, and Emerald Debt Merger Sub L.L.C., a Delaware limited liability company (as it may be amended, supplemented or otherwise modified from time to time) (the “**Transaction Agreement**”), the parties hereto desire to enter into this Agreement to consummate certain transactions contemplated by the Transaction Agreement on the terms set forth herein;

WHEREAS, in connection with the transactions contemplated by that certain Transaction Agreement, including the transfer of Assigned IP Assets contemplated by Step 35(c) of the Master Step Plan, ECT LP has agreed to accept and acquire from NewCo Corp, and NewCo Corp has agreed to contribute, convey, transfer, assign and deliver to ECT LP, all of NewCo Corp’s right, title and interest in, to and under the Assigned IP Assets, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B; and

WHEREAS, in connection with the foregoing, NewCo Corp desires to contribute, convey, transfer, assign and deliver to ECT LP, and ECT LP desires to accept and acquire from NewCo Corp, all of NewCo Corp’s right, title and interest in, to and under the Assigned IP Assets, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Transfers.* Pursuant to Section 2.01(g) of the Transaction Agreement, effective on the date hereof, NewCo Corp shall, and hereby does, irrevocably contribute, convey, transfer, assign and deliver to ECT LP, and ECT LP shall, and hereby does, accept all of NewCo Corp’s right, title and interest in, to and under (i) the Assigned IP Assets, including the Trademarks set forth on Exhibit A, together with all goodwill associated therewith and symbolized thereby and all common-law rights related thereto, and the Patents set forth on Exhibit B, and, in each case, all registrations therefor that are secured as of the date hereof, in each case to be held and enjoyed by ECT LP for its own use and enjoyment, and for the use and enjoyment of ECT LP’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed

by NewCo Corp if this assignment had not been made, and (ii) all past, current or future rights, claims, credits, causes of action or rights of set-off against third parties, including unliquidated rights under manufacturers' and vendors' warranties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) to the extent related to any Assigned IP Assets.

Section 2. *Recordation.* The parties hereby authorize and request the Commissioner of Patents and Trademarks at the United States Patent and Trademark Office, and the corresponding entities or agencies in any other applicable jurisdictions, to record ECT LP as the assignee and owner of the Assigned IP Assets, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B, and to issue any and all registrations that are or may be secured, as of or after the date hereof, from the Assigned IP Assets to ECT LP, as assignee of NewCo Corp's entire right, title and interest in, to, and under the same.

Section 3. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to conflicts of law principles.

Section 4. *Amendment.* This Agreement may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

Section 5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

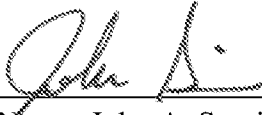
Section 7. *Further Assurances.* Each of the parties hereto shall execute and deliver such additional agreements, documents and instruments, and shall take such further actions, as may be reasonably required to give full effect to the purpose and intent of this Agreement.

Section 8. *Conflicts.* This Agreement shall be without prejudice to the Transaction Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Transaction Agreement, the terms of the Transaction Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

EMERSUB CXIII, INC.

By: 
Name: John A. Sperino
Title: President & Secretary

COPELAND LP

By: Copesub GP 2, LLC, its general partner

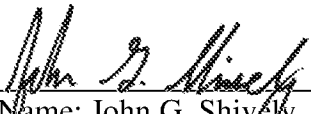
By: 
Name: John G. Shively
Title: Vice President & Secretary

Exhibit A

Assigned Trademarks

Trademark	Country	Application Number	Application Date	Trademark Status	Owner
COOL SAVINGS	Canada	1288893	Feb 6 2006	Registered	Emersub CXIII, Inc.
THERMO	Benelux	0009868	Aug 17 1971	Registered	Emersub CXIII, Inc.
THERMO	Switzerland	6312	Oct 27 1966	Registered	Emersub CXIII, Inc.
THERMO	Colombia	9558819	Dec 13 1995	Registered	Emersub CXIII, Inc.
THERMO	Czech Republic	111747	May 30 1996	Registered	Emersub CXIII, Inc.
THERMO	France	1351588	Nov 21 1946	Registered	Emersub CXIII, Inc.
THERMO	Italy	362016000083439	Dec 23 1946	Registered	Emersub CXIII, Inc.
ADK	United States of America	72/122242	Jun 19 1961	Registered	Emersub CXIII, Inc.
SURESWITCH	United States of America	85/428477	Sep 21 2011	Registered	Emersub CXIII, Inc.
SURESWITCH	Canada	1564519	Feb 16 2012	Registered	Emersub CXIII, Inc.
INSPIRE	United States of America	85/762484	Oct 24 2012	Registered	Emersub CXIII, Inc.
HOTROD	United States of America	85/891607	Apr 1 2013	Registered	Emersub CXIII, Inc.
SIMPLY SENSIBLE	Canada	1638072	Aug 2 2013	Registered	Emersub CXIII, Inc.
HOTROD	Canada	1642884	Sep 10 2013	Registered	Emersub CXIII, Inc.
COMFORT AS A SERVICE	United States of America	86/651331	Jun 4 2015	Registered	Emersub CXIII, Inc.
EASY DIY INSTALL WIZARD	United States of America	86/797435	Oct 23 2015	Registered	Emersub CXIII, Inc.
EASY DIY INSTALL WIZARD & Design	United States of America	86/797464	Oct 23 2015	Registered	Emersub CXIII, Inc.
COMFORT AS A SERVICE	Australia	1736867	Nov 24 2015	Registered	Emersub CXIII, Inc.
COMFORT AS A SERVICE	Canada	1756393	Nov 25 2015	Registered	Emersub CXIII, Inc.
COMFORT AS A SERVICE	EUTM	014842538	Nov 26 2015	Registered	Emersub CXIII, Inc.
EASY DIY INSTALL WIZARD & Design	Canada	1779059	Apr 25 2016	Registered	Emersub CXIII, Inc.
PREDICT. PREVENT. PROTECT.	United States of America	87/077325	Jun 20 2016	Registered	Emersub CXIII, Inc.
PREDICT. PREVENT. PROTECT.	Canada	1802415	Sep 28 2016	Registered	Emersub CXIII, Inc.
ALL-SPARK	United States of America	90/025958	Jun 29 2020	Pending	Emersub CXIII, Inc.
COMFORT AS A SERVICE	United Kingdom	UK00914842538	Nov 26 2015	Registered	Emersub CXIII, Inc.
ALL-SPARK	Canada	2061424	Nov 2 2020	Pending	Emersub CXIII, Inc.
ALL-SPARK	Mexico	2450710	Nov 6 2020	Registered	Emersub CXIII, Inc.
DESIGN (Hexagon with Lightning Bolt)	United States of America	90/318429	Nov 13 2020	Registered	Emersub CXIII, Inc.
DESIGN (Hexagon with Lightning Bolt)	Canada	2079478	Jan 22 2021	Pending	Emersub CXIII, Inc.
DESIGN (Hexagon with Lightning Bolt)	Mexico	2493388	Feb 5 2021	Registered	Emersub CXIII, Inc.

Assigned Domain Names

1. citadelhealthsystems.ca
2. citadelhealthsystems.com
3. citadelhospitalystems.ca
4. citadelhospitalystems.com
5. citadelhygiene.com
6. citadelhygienesystems.ca
7. citadelhygienesystems.com
8. computerprocesscontrols.com
9. computerprocesscontrols.us
10. cooper-atkins.asia
11. cooper-atkins.com
12. cooper-atkinsupdates.com
13. cooperatkinscloud.com
14. cooperinstrument.com
15. cpcus.com
16. cpcus.net
17. cpcus.us
18. digital-systems.us
19. e-commissioning.biz
20. e-commissioning.us
21. ecommissioning.us
22. electronicsystems.us
23. energymonitoring.biz
24. ersus.com
25. gotoretailsolutions.com
26. haccpenterprise.com
27. intelli-ware.net
28. intelligentstoreretailsolutions.com
29. intelligentstoresimulation.com
30. intelligentstoresolutions.com
31. intelliwarebrand.com
32. intelliwaregroup.com
33. lumitylogger.com
34. myproact.biz
35. myproact.ca
36. myproact.com
37. myproact.com.au
38. myproact.info
39. myproact.net
40. notifeyewireless.com
41. paksense.co.za
42. paksense.com
43. paksense.io
44. paksense.net

45. proactinsightsportal.com
46. proactportal.com
47. proactportal.info
48. proactportal.net
49. proactportal.org
50. proacttransport.com
51. processtrak.com
52. processtrak.net
53. reefers-online.com
54. refrigerationcontrols.biz
55. retailservices.us
56. temprakhosting.com
57. temprakhosting.net
58. veri-fresh.com
59. verifresh.net
60. verifresh.org
61. verifresh.us
62. verisite.biz
63. verisite.us
64. the-new-cool.com
65. the-new-cool.eu
66. the-new-cool.org
67. thenewcool.com
68. 51sd.org
69. 51sd.org.cn
70. ac-heating-connect.com
71. ac-heatingconnect.com
72. acheatingconnect.com
73. alco-controls.biz
74. alco-controls.com
75. alco-controls.de
76. alco-controls.info
77. alcocontrols.com
78. alcocontrols.com.br
79. alcocontrols.info
80. asiapartnerweb.com
81. beseerious.eu
82. ceegas.com
83. ceegas.com.au
84. ceemaster.com
85. ceemaster.com.au
86. climate-technology.info
87. climatesystemfitness.com
88. climatetalk.eu
89. climatetechnologies.asia
90. climatetechnologies.biz

91. climatetechnologiesuniversity.asia
92. climatetechu.asia
93. compliantscroll.asia
94. compressorsafety.com
95. comres-plm.com
96. comres-tcra.com
97. copeland-asia.com.hk
98. copeland-corp.com
99. copeland-corp.com.hk
100. copeland-corp.us
101. copeland-europe.net
102. copeland-scroll.com
103. copeland.asia
104. copeland.be
105. copeland.biz
106. copeland.co.in
107. copeland.com.br
108. copeland.com.cn
109. copeland.com.mx
110. copeland.de
111. copeland.in
112. copeland.nl
113. copelandasia.co.in
114. copelandasia.com
115. copelandasia.in
116. copelandbrandproducts.asia
117. copelandcanada.ca
118. copelandchina.asia
119. copelanddigitalheating.asia
120. copelanddigitalscroll.asia
121. copelanddigitalscrollheating.asia
122. copelandeazycool.com
123. copelandindia.asia
124. copelandindia.com
125. copelandmiddleeast.com
126. copelandrefrigeration.asia
127. copelandscroll.asia
128. copelandscroll.com
129. copelandscrollcdu.asia
130. copelandscrollheating.asia
131. copelandthailand.asia
132. coresense-refrigeration.com
133. designservicesnetwork.com
134. digitalheating.asia
135. digitalscroll.asia
136. digitalscroll.co.in

137. digitalscroll.com
138. digitalscroll.com.es
139. digitalscroll.com.pt
140. digitalscroll.com.tr
141. digitalscroll.in
142. digitalscroll.it
143. digitalscroll.ru
144. dixell-china.com
145. dixell-china.com.cn
146. dixell-china.net
147. dixell.com
148. dixell.com.br
149. dixell.eu
150. dixell.it
151. dwmcpeland.com
152. dwmcpeland.de
153. ealco.de
154. eazycool.com
155. ecopeland.com
156. ecopeland.com.ru
157. ecopeland.de
158. ecopelandeazycool.com
159. erseu.de
160. flammablerefrigerant.com
161. flowcontrols.asia
162. flowcontrols.co.in
163. flowcontrols.com.br
164. flowcontrols.com.mx
165. flowcontrols.in
166. getseerious.com
167. knowyourscroll.com
168. leitenberger.com.br
169. prestcold.com
170. refrigeration.asia
171. retailservices.asia
172. retailsolutions.asia
173. sae.it
174. scrollcdu.asia
175. scrollheating.asia
176. scrollheating.co.in
177. scrollheating.com
178. scrollheating.in
179. smartconnect.store
180. terminalventing.com
181. thermostatwizard.com
182. traxoil.asia

183. traxoil.cn
184. traxoil.co.in
185. traxoil.com
186. traxoil.com.au
187. traxoil.com.cn
188. traxoil.com.hk
189. traxoil.com.tw
190. traxoil.hk
191. traxoil.in
192. traxoil.net.cn
193. traxoil.org.cn
194. traxoil.tw
195. traxoil.xn--kpry57d
196. traxon-global.com
197. traxonglobal.com
198. valycontrol.com
199. valycontrol.com.mx
200. vilter.com
201. vilter.org
202. xn--6g3a86d.cn
203. xn--6g3a86d.xn--fiqs8s
204. cooldrinksrock.com
205. firstchoicerewards.com
206. hvacmonitoring.com
207. sendmykit.com
208. digitalcoldchain.com
209. digitalfarm2fork.com
210. digitalfarmtofork.com
211. copeland.com

Exhibit B

Assigned Patents

Title	Country	Filed Date	Application Number	Patent Number	Owner
HVAC System Grading Systems And Methods	China	2015-05-06	2015800360866	ZL201580036086.6	Emersub CXIII, Inc.
HVAC System Grading Systems And Methods	United States of America	2015-05-06	14/705263	9551495	Emersub CXIII, Inc.
HVAC Performance And Energy Usage Monitoring And Reporting System	United States of America	2016-06-22	15/189790	10,739,027	Emersub CXIII, Inc.
Systems And Methods For Mobile Application For HVAC Installation And Diagnostics	China	2017-04-11	2017102331074	ZL201710233107.4	Emersub CXIII, Inc.
Systems And Methods For Mobile Application For HVAC Installation And Diagnostics	United States of America	2017-04-10	15/483449	10,496,065	Emersub CXIII, Inc.
CONTROL SYSTEM AND METHOD FOR A ROTATING ELECTROMAGNETIC MACHINE	Korea, Republic of (KR)	2003-05-20	10-2004-7018799	10-0639644	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	China	2003-12-09	200380109649.7	ZL200380109649.7	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	Germany (Federal Republic of)	2003-12-09	03790437.2	1570568	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	France	2003-12-09	03790437.2	1570568	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	Italy	2003-12-09	03790437.2	1570568	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	Korea, Republic of (KR)	2003-12-09	10-2005-7010524	0795382	Emersub CXIII, Inc.
SENSORLESS CONTROL SYSTEM AND METHOD FOR A PERMANENT MAGNET ROTATING MACHINE	United States of America	2002-12-11	10/316333	6756753	Emersub CXIII, Inc.
Control Systems And Methods For Starting Permanent Magnet Rotating Machines	United States of America	2007-03-27	11/728863	7375485	Emersub CXIII, Inc.
Control Systems And Methods For Permanent Magnet Rotating Machines	United States of America	2008-05-15	12/121392	7667423	Emersub CXIII, Inc.
Sensorless Control Systems And Methods For Permanent Magnet Rotating Machines	United States of America	2005-12-02	11/293744	7342379	Emersub CXIII, Inc.
Sensorless Control Systems And Methods For Permanent Magnet Rotating Machines	United States of America	2008-02-20	12/070593	7583049	Emersub CXIII, Inc.

Title	Country	Filed Date	Application Number	Patent Number	Owner
Offset PWM Signals for Multiphase Motor	United States of America	2006-02-02	11/346027	7193388	Emersub CXIII, Inc.
Sensor Probe	China	2014-05-13	201410200775.3	ZL201410200775.3	Emersub CXIII, Inc.
Sensor Probe And Sensor Assembly For Climate Control System	China	2014-05-13	201420244283.X	ZL201420244283.X	Emersub CXIII, Inc.
Sensor Probe	United States of America	2014-05-01	14/267367	9593984	Emersub CXIII, Inc.
HVAC System Remote Monitoring And Diagnosis	United States of America	2014-03-13	14/209415	9551504	Emersub CXIII, Inc.
HVAC System Remote Monitoring And Diagnosis	United States of America	2014-03-14	14/212632	9638436	Emersub CXIII, Inc.
HVAC System Remote Monitoring And Diagnosis	United States of America	2017-05-01	15/583942	10274945	Emersub CXIII, Inc.
Monitoring Module	United States of America	2013-03-15	29/449739	D725505	Emersub CXIII, Inc.
HVAC System Mode Detection Based On Control Line Current	United States of America	2015-05-19	14/716104	10,670,293	Emersub CXIII, Inc.
Inhibiting Compressor Backspin Via A Condenser Motor	United States of America	2010-05-04	12/773468	8855474	Emersub CXIII, Inc.
HVAC Condenser Assemblies Having Controllable Input Voltages	United States of America	2010-05-04	12/773490	8400090	Emersub CXIII, Inc.
Sensorless Lost/Found Rotor Detection for Permanent Magnet Motors	United States of America	2009-09-30	12/570,504	8432112	Emersub CXIII, Inc.
Sensorless Lost/Found Rotor Detection for Permanent Magnet Motors	United States of America	2013-04-26	13/871603	8,638,054	Emersub CXIII, Inc.
Residential Solutions HVAC Monitoring And Diagnosis	United States of America	2012-02-28	13/407,180	9,285,802	Emersub CXIII, Inc.
HVAC System Remote Monitoring And Diagnosis	United States of America	2013-02-28	13/780617	9741023	Emersub CXIII, Inc.
Remote HVAC Monitoring And Diagnosis	United States of America	2014-06-10	14/300782	9703287	Emersub CXIII, Inc.
Remote HVAC Monitoring And Diagnosis	United States of America	2017-07-10	15/645,970	10,234,854	Emersub CXIII, Inc.
HVAC System Remote Monitoring And Diagnosis	United States of America	2017-08-21	15/681,896	10,373,126	Emersub CXIII, Inc.
Remote HVAC Monitoring And Diagnosis	United States of America	2019-03-18	16/357235	10,884,403	Emersub CXIII, Inc.
Monitoring Module	Canada	2013-09-11	152939	152939	Emersub CXIII, Inc.