

Form PTO-1594 (Rev. 12-11)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

UTC Power Corporation

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/20/2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: United Technologies Corporation

Street Address: 1 Financial Plaza

City: Hartford

State: CT

Country: US

Zip: 06103

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship: US Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,066,380

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nelson DaCunha

Internal Address: Mail Stop 132-13

Street Address: 400 Main Street

City: East Hartford, CT

State: CT

Zip: 06118

Phone Number: 860-557-1490

Docket Number: TM-058.0005-US

Email Address: nelson.dacunha@pw.utc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 21-0279

Authorized User Name Pratt & Whitney

9. Signature:

*Nelson DaCunha*

Signature

Nelson S. DaCunha

Name of Person Signing

June 5, 2014

Date

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of the 20th day of December, 2012 (the "Effective Date"), between United Technologies Corporation, a Delaware corporation ("UTC"), and UTC Power Corporation, a corporation having a principal address at 195 Governor's Highway, South Windsor, CT 06074 ("UT Power").

WHEREAS, UTC would like to acquire a certain mark assigned to UT Power, and the UT Power would like to assign such mark to UTC, such mark including the trademarks, service marks, and trade names identified in Schedule A attached herein (collectively, the "Assigned Mark") and all goodwill symbolized by and associated therewith in the associated business; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of UT Power's right, title and interest in and to the Assigned Mark to UTC;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UT Power and UTC agree as follows:

1. UT Power sells, assigns, transfers, and sets over to UTC, and its lawful successors and assigns, UT Power's entire right, title, and interest in and to (a) the Assigned Mark, (b) all goodwill symbolized by and associated with the business conducted under such Assigned Mark, (c) all registrations and applications (including intent-to-use applications) for the Assigned Mark together with the portion of the business to which the Assigned Mark apply, which business is ongoing and existing, and (d) all rights to sue and recover for any past, present or future infringements, dilution, damage, profits or injury (and including the right to take over and continue any and all existing suits) to the Assigned Mark.
2. UT Power hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as UTC or its successors or assigns may deem reasonably necessary to secure for UTC or to its successors or assigns, or to evidence the rights, hereby transferred.

WITNESS the execution hereof by duly authorized representative of UT Power.

**UTC Power Corporation**

By: \_\_\_\_\_

*Charles*

Witness Signature

Witness Name: \_\_\_\_\_

*Digna E. Belmonte*

## Schedule A – Assigned Marks

<b>Trademark</b>	<b>U.S. Registration Number</b>	<b>Registration Date</b>
PURE CYCLE	3,056,380	January 31, 2006
PURE CYCLE	-	-