

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338351

<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>
UNIPOWER CORPORATION		07/08/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UNIPOWER, LLC		
<b>Street Address:</b>	3900 Coral Ridge Drive		
<b>City:</b>	Coral Springs		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33065		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2061258	POWERSPEED	
<b>Registration Number:</b>	1704698	UNIMOD	
<b>Registration Number:</b>	1939965	UNIFLEX	
<b>Registration Number:</b>	2194175	POWERCASSETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>	6175701000		
<b>Email:</b>	rthomas@goodwinprocter.com		
<b>Correspondent Name:</b>	Ryan E. Thomas		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109-2881		
<b>ATTORNEY DOCKET NUMBER:</b>	125616/202134		
<b>NAME OF SUBMITTER:</b>	Ryan E. Thomas		
<b>SIGNATURE:</b>	/RET/		
<b>DATE SIGNED:</b>	04/16/2015		
<b>Total Attachments: 4</b>			

OP \$115.00 2061258

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 8th of July, 2009, by and between Unipower Corporation, a Florida corporation ("Seller") and Unipower, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Buyer, Seller and certain other parties are parties to that certain Asset Purchase Agreement dated as of date hereof (the "Purchase Agreement"), pursuant to which Seller conveyed to Buyer certain assets relating to the business of Seller;

WHEREAS, Buyer and Seller desire to have the Marks owned by Buyer and Buyer is willing to own such Marks; and

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

Seller does hereby sell, assign, convey and transfer unto Buyer and its successors, assigns and legal representatives, Seller's entire right, title and interest in and throughout the world, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business, product, or service symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks prior to and after the Closing Date (as defined in the Purchase Agreement) pursuant to the Purchase Agreement. Seller hereby subrogates in favor of Buyer and its successors, assigns and legal representatives its right to sue for past infringements and collect same for the sole use and enjoyment of Buyer and its successors, assigns and legal representatives.

Seller further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Buyer and Seller also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Seller.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

SELLER: Unipower Corporation

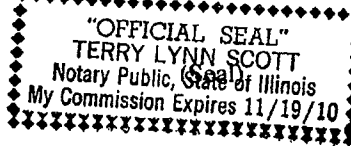
By:  
Name:  
Title:

*R. David Bergonia*  
R. DAVID BERGONIA  
Secretary

NOTARIZATION

On this 7<sup>th</sup> day of July, 2009, before me, the undersigned Notary Public, personally appeared R. DAVID BERGONIA proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his/her own free will.

*Terry Lynn Scott*  
Signature of Notary



My Commission Expires: 11-19-10

BUYER: Unipower, LLC

By: Unipower Acquisition, LLC,  
its Manager

By: \_\_\_\_\_  
Name: Michael A. D'Amelio  
Title: President

On this \_\_\_ day of July, 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Buyer and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

**SELLER: Unipower Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTARIZATION**

On this \_\_\_\_ day of July, 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Seller and executed this document of his/her own free will.

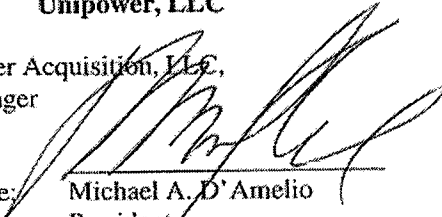
(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

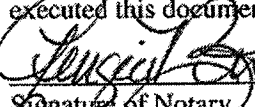
**BUYER: Unipower, LLC**

By: Unipower Acquisition, LLC,  
its Manager

By:   
Name: Michael A. D'Amelio  
Title: President

On this 7th day of July, 2009, before me, the undersigned Notary Public, personally appeared MICHAEL A. D'AMELIO proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Buyer and executed this document of his/her own free will.

(Seal)

  
Signature of Notary

My Commission Expires: April 7, 2016

[Signature Page to Trademark Assignment]

**Exhibit A**

**Marks**

Mark	Jurisdiction	Application No.	Registration No.
Powerspeed	USPTO	75112129	2,061,258
Unimod	USPTO	74205044	1,704,698
Uniflex	USPTO	74618369	1,939,965
Powercassette	USPTO	75204299	2,194,175