

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384068

<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>
ABT Power Management, Inc.		05/11/2016	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABT Power Management, LLC		
<b>Street Address:</b>	3201 Levis Common Blvd.		
<b>Internal Address:</b>	Suite 3235		
<b>City:</b>	Perrysburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43551		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86925734	RAAMS	
<b>Serial Number:</b>	86908340	GUARANTEED POWER	
<b>Registration Number:</b>	3487463	GUARANTEED POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Claudine Meredith-Goujon		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>NAME OF SUBMITTER:</b>	CLAUDINE MEREDITH-GOUJON		
<b>SIGNATURE:</b>	/Claudine Meredith-Goujon/		
<b>DATE SIGNED:</b>	05/12/2016		
<b>Total Attachments: 5</b>			
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## US TRADEMARK ASSIGNMENT AGREEMENT

This US TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of May 11, 2016 (the "Effective Date"), is entered into by and between ABT Power Management, Inc., a North Carolina corporation ("Assignor") and ABT Power Management, LLC, a Delaware limited liability company ("Assignee").

## WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 11, 2016, (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to all of the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.


5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of law principles thereof.

6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

[Signature page follows.]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE: ABT POWER MANAGEMENT, LLC

By:   
Name: Todd W. Roberts  
Title: President

ASSIGNOR: ABT POWER MANAGEMENT, INC.

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

[Signature Page to the United States Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005792 FRAME: 0503**

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE: ABT POWER MANAGEMENT, LLC

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

Name:

Title:

ASSIGNOR: ABT POWER MANAGEMENT, INC.

By: *Kenneth E. Fearn*


Name: Kenneth Fearn

Title: CEO

[Signature Page to the United States Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005792 FRAME: 0504**

Schedule A

Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Owner
RAAMS  RAAMS	86925734 02-MAR-2016	Not Available	ABT POWER MANAGEMENT, INC.
GUARANTEED POWER  GUARANTEED POWER	86908340 15-FEB-2016	Not Available	ABT POWER MANAGEMENT, INC.
GUARANTEED POWER 	77252038 10-AUG-2007	3487463 19-AUG-2008	ABT POWER MANAGEMENT, INC.