

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427535

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Schneider Electric USA, Inc. | | 05/15/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FVR Acquisition, LLC | | |
| Street Address: | 2950 E. Philadelphia Street | | |
| City: | Ontario | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91761 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75073276 | POWERSUB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3304552108 | | |
| <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: | 330-455-6112 | | |
| Email: | gcorroto@lawlion.com | | |
| Correspondent Name: | Gary A Corroto | | |
| Address Line 1: | 220 Market Avenue South | | |
| Address Line 2: | 8th Floor | | |
| Address Line 4: | Canton, OHIO 44702 | | |
| NAME OF SUBMITTER: | Gary A Corroto | | |
| SIGNATURE: | /Gary A Corroto/ | | |
| DATE SIGNED: | 05/15/2017 | | |
| Total Attachments: 2 | | | |
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| source=Assignment of Trademark - Executed#page2.tif | | | |

OP \$40.00 75073276

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (this "**Assignment**") is made and delivered this 15th day of May, 2017, by Schneider Electric USA, Inc. a Delaware corporation ("**Assignor**") for the benefit of FVR Acquisition, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Assignor to Assignee of the trademark "POWERSUB" which mark is registered with the United States Patent and Trademark Office as registration no. 2109820 and serial no. 75073276 (the "**Trademark**").

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Purchase Agreement:

1. Assignor does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, forever, all of Assignor's right, title and interest in and to the Trademark **TO HAVE AND TO HOLD** such Trademark with all appurtenances thereto, unto Assignee, and its successors and assigns, for its use forever free and clear of any Liens other than Permitted Exceptions.

2. This Assignment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement.

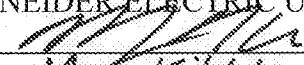
5. Assignor covenants that it shall, from time to time, make, execute and deliver, or cause to be made, executed and delivered, such assignments, deeds, bills of sale, drafts, checks and other instruments, acts, consents and assurances as Assignee or counsel for Assignee may reasonably request for the effectual consummation, confirmation and particularization of this Assignment.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Ohio, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

SCHNEIDER ELECTRIC USA, INC.

By: 

Name: Mary K.bble

Title: Secretary