

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTPORT POWER INC.		04/28/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CARRIER CORPORATION		
Street Address:	17900 Beeline Highway		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33478		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3832361	CLEARSKY	
Registration Number:	4056536	CLEARSKY	
Registration Number:	4142855	CLEARSKY	
Registration Number:	3297483	COMFORTPRO	
Registration Number:	3898339	COMFORTPRO	
CORRESPONDENCE DATA			
Fax Number:	7037392815		
<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>			
Email:	iprecordals@cpaglobal.com		
Correspondent Name:	CPA GLOBAL LIMITED		
Address Line 1:	LIBERATION HOUSE		
Address Line 2:	CASTLE STREET		
Address Line 4:	ST HELIER, JERSEY JE1 1BL		
NAME OF SUBMITTER:	Helen Birrell		
SIGNATURE:	/HMB/IPR/UTC WEST CARRIER/AG 5TM/		
DATE SIGNED:	05/18/2017		
Total Attachments: 6			
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CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY
made effective as of April 28, 2017.

AMONG:

WESTPORT POWER INC., a corporation incorporated under the laws of British Columbia having an office at #101 – 1750 West 75th Avenue, Vancouver, British Columbia V6P 6G2 (“**Assignor**”)

- and -

CARRIER CORPORATION, a corporation incorporated under the laws of Delaware having an office at 17900 Beeline Highway, Jupiter, Florida, 33478 (“**Assignee**”)

(Assignor and Assignee collectively, the “**Parties**”)

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement dated April 13, 2017 (the “**Purchase Agreement**”) pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, certain assets of Assignor’s auxiliary power systems business, including all or substantially all of the assets pertaining to such business, and including all or substantially all of the Intellectual Property used in connection with the conduct of its auxiliary power systems business,

WHEREAS the Parties desire to execute this Confirmatory Assignment of Intellectual Property for recording with the appropriate authorities, such as the appropriate patent offices,

NOW THEREFORE in consideration of the payment by the Assignee to the Assignor of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, the Assignor and the Assignee each hereby covenant and agree as follows:


1. Unless otherwise defined or indicated in this Agreement, capitalized terms used herein have the meanings given to them in the Purchase Agreement.
2. In accordance with and subject to the terms of the Purchase Agreement, Assignor confirms having assigned, and hereby sells, assigns, transfers, conveys and sets over to the Assignee, effective as of and from April 28, 2017, all of the Assignor’s right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the Intellectual Property listed in Exhibit A and any and all counterparts, continuations, divisions, continuations-in-part, revisions, extensions, substitutions, reexaminations, renewals, and reissuances of such Intellectual Property, and also any and all goodwill associated with and symbolized by such Intellectual Property, and also the right to sue and recover for past, present and future infringement of such Intellectual Property.

3. In accordance with and subject to the terms of the Purchase Agreement, Assignee hereby accepts the assignment, transfer and conveyance, effective as of and from April 28, 2017, of all of the Assignor's right, title and interest in and to the Assigned Intellectual Property, including the Intellectual Property listed in Section 2 above.
4. The Parties shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.
5. This Agreement is made in accordance with, is supplemental to and is subject to the provisions of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
6. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective administrators, trustees, receivers, successors and assigns.
7. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed in counterpart and by facsimile, no one copy of which need be executed by all of the Parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement between the Parties.

[Signature page follows.]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement effective as of the date first above written.

WESTPORT POWER INC.

Per: 
Name: Ashoka Achuthan
Title: Director

CARRIER CORPORATION

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement effective as of the date first above written.

WESTPORT POWER INC.

Per: _____
Name:
Title:

CARRIER CORPORATION

Per: *Te*
Name: *Tom Ondo*
Title: *UP&GM*

[Confirmatory Assignment of Intellectual Property]

Exhibit A

Trademarks:

Class	Trademark	Registration Number	Application Number	Location	Status of Registration(R)/ Application(A)	Filing Date
11	CLEARSKY	TMA814703	1507536	Canada	(R) Active	Dec 13, 2010
11	CLEARSKY (& design)	TMA867226	1507532	Canada	(R) Active	Dec 13, 2010
7	COMFORTPRO	TMA725774	1292213	Canada	(R) Active	Mar 2, 2006
11	CLEARSKY	1285429	1142895	Mexico	(R) Active	Dec 16, 2010
11	CLEARSKY (& design)	1285428	1142894	Mexico	(R) Active	Dec 16, 2010
7	CLEARSKY	3832361	77/351173	U.S.A.	(R) Active	Dec 13, 2007
11	CLEARSKY	4056536	76/979162	U.S.A.	(R) Active	Oct 29, 2010
11	CLEARSKY (& design)	4142855	76/979183	U.S.A.	(R) Active	Oct 29, 2010
7	ComfortPro	3297483	78/823232	U.S.A.	(R) Active	Feb 24, 2006
7	COMFORTPRO (& design)	3898339	76/702996	U.S.A.	(R) Active	May 17, 2010

Patents:

	Patent Number	Title	Application Number	Country	Filing Date
1	5296369	HVAC (HEATING, VENTILATION AND AIR CONDITIONING) SYSTEM	2007-295460	Japan	14-Nov-07
2	5507340	MULTIPLE CIRCUIT CROSS-FEED REFRIGERANT EVAPORATOR FOR STATIC SOLUTIONS	08/444437	U.S.A.	19-May-95
3	7154248	CONTROL SYSTEM FOR AN ELECTRIC MACHINE	10/891228	U.S.A.	15-Jul-04
4	7215100	GENERATOR TRANSIENT REGULATOR	11/083923	U.S.A.	21-Mar-05
5	7154249	ENERGY DISCHARGE APPARATUS	11/059544	U.S.A.	17-Feb-05
6	7245112	ENERGY DISCHARGE APPARATUS	11/363261	U.S.A.	28-Feb-06
7	7161330	ENERGY DISCHARGE APPARATUS	11/363260	U.S.A.	28-Feb-06
8	8030880	POWER GENERATION AND BATTERY MANAGEMENT SYSTEMS	12/149095	U.S.A.	25-Apr-08
9	8381540	INSTALLABLE HVAC SYSTEMS FOR VEHICLES	12/320213	U.S.A.	21-Jan-09
10	8863540	HVAC SYSTEM CONTROLLED BY A BATTERY MANAGEMENT SYSTEM	12/382565	U.S.A.	18-Mar-09
11	7797958	HVAC SYSTEM CONTROLLED BY A BATTERY MANAGEMENT SYSTEM	11/560160	U.S.A.	15-Nov-06
12	8342812	VARIABLE SPEED AIR COMPRESSING SYSTEM HAVING AC AND DC POWER SOURCES	12/591902	U.S.A.	03-Dec-09
13	7893559	POWER DISTRIBUTION SYSTEM	12/379582	U.S.A.	25-Feb-09

14	7615896	INTEGRATED PERMANENT MAGNET MOTOR AND BLOWER	11/588243	U.S.A.	27-Oct-06
15	N/A*	IDLE AND COLD-START ELIMINATION SYSTEM IN LOCOMOTIVES	2,914,185	Canada	27-Nov-15
16	N/A*	AUXILIARY POWER SYSTEM FOR A VEHICLE	PCT/CA2016/051378	WIPO (World Intellectual Property Organization)	24-Nov-16

* Patent number unavailable as application remains pending.