

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revision Military S.à.r.l.		12/10/2018	Corporation: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Revision Electronics & Power Systems Inc.		
Street Address:	100-15 Fitzgerald Road		
City:	Ottawa, Ontario		
State/Country:	CANADA		
Postal Code:	K2H 9G1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88045813	SWATPACK	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Peter Kunin		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Peter Kunin		
SIGNATURE:	/Peter Kunin/		
DATE SIGNED:	01/15/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is effective as of December 10, 2018 (the "Effective Date"), by and between **REVISION MILITARY S.à r.l.**, a corporation existing under the laws of Luxembourg and having a principal place of business at 61, avenue de la Gare, L-1611, Luxembourg (the "Assignor"), and **REVISION ELECTRONICS & POWER SYSTEMS INC.**, a corporation existing under the laws of Canada and having a principal place of business at 100-15 Fitzgerald Road, Ottawa, Ontario, Canada, K2H 9G1 (the "Assignee").

WHEREAS the Assignor is the owner of the entire rights, title and interest in and to the trademarks listed on Schedule "A" attached hereto, including any applications therefor or registrations thereof (the "Trademarks"); and

WHEREAS pursuant to Bill of Sale effective as of the date hereof between the Assignor and the Assignee (the "Bill of Sale"), the Assignee has acquired all of the Assignor's rights, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS the Assignor and the Assignee desire to memorialize the transfer of the Trademarks from the Assignor to the Assignee.

NOW, THEREFORE, the Assignor declares as follows:

The preamble shall form an integral part hereof.

In consideration of the Bill of Sale and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee of all of the Assignor's rights, title and interest in and to the Trademarks and the goodwill connected with the use and as symbolized by the Trademarks, all common law and statutory rights related thereto, and all rights of renewal and extension if any relating thereto on a worldwide basis, as of the Effective Date. The Trademarks are being assigned as part of the portion of the Assignor's business to which the Trademarks pertain.

The Assignor further confirms the transfer and assignment to the Assignee of the right to sue for past infringement, to institute or continue opposition and cancellation proceedings and other legal proceedings and to recover and retain all damages and profits arising in connection with such Trademarks.

The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns, as the case may be, of the parties hereto respectively.

This Agreement is governed by, and shall be construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada, applicable therein. Each party hereto irrevocably attorns to and submits to the non-exclusive jurisdiction of the Courts of Québec with respect to any matter arising hereunder or related hereto.

The parties do hereby agree that this Agreement be drawn up in the English language only. *Les parties aux présentes ont convenu que cette convention soit rédigée en langue anglaise seulement.*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first mentioned above.

ASSIGNOR:

REVISION MILITARY S.A.T.I.

By: _____

Name: Jonathan Blanshay

(duly authorized for the purposes hereof)

Title: Manager

ASSIGNEE:

REVISION ELECTRONICS & POWER SYSTEMS INC.

By: _____

Name: Jonathan Blanshay

(duly authorized for the purposes hereof)

Title: CEO

[Trademark Assignment Agreement]

TRADEMARK
REEL: 006525 FRAME: 0764

Schedule "A"

Trademarks

COUNTRY	TRADEMARK	WARES/SERVICES	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS
Canada	SWATPACK	Class 9: Lithium-ion battery for use in land vehicles	28-06-2018	1,906,745			Pending
United States	SWATPACK	Class 9: Lithium-ion battery specially adapted for use in military land vehicles	20-07-2018	88/045,813			Pending
European Community	SWATPACK	Class 9: Lithium-ion battery for use in land vehicles	07-11-2018	17980757			Pending
United Kingdom	SWATPACK	Class 9: Lithium-ion battery for use in land vehicles	19-11-2018	3354485			Pending

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