

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPS Technologies LLC		04/30/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	CPS Technology Holdings LLC		
Street Address:	250 Vesey Street, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88317179	CLARIOS	
Serial Number:	88317175	CLARIOS POWER SOLUTIONS	
Serial Number:	88330536		
Serial Number:	88330533		
CORRESPONDENCE DATA			
Fax Number:	2123101895		
<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:	212.626.4242		
Email:	nyctrademarks@bakermckenzie.com, lindsey.ustrata@bakermckenzie.com		
Correspondent Name:	Lindsey E. Utrata		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10102796/50606612		
NAME OF SUBMITTER:	Lindsey E. Utrata		
SIGNATURE:	/LEU/		
DATE SIGNED:	06/05/2019		

CH \$115.00 88317179

Total Attachments: 5

source=CPS Technologies LLC#page1.tif

source=CPS Technologies LLC#page2.tif

source=CPS Technologies LLC#page3.tif

source=CPS Technologies LLC#page4.tif

source=CPS Technologies LLC#page5.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 30, 2019 ("Effective Date"), is entered into by and between CPS Technologies LLC, a Wisconsin limited liability company, with offices at 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209 ("Assignor") and CPS Technology Holdings LLC, a Delaware limited liability company, with offices at 250 Vesey Street, 15th Floor, New York, New York 10281 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Johnson Controls International plc ("Seller") and BCP Acquisitions LLC ("Purchaser") have entered into a Stock and Asset Purchase Agreement, dated as of November 13, 2018 (as amended or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Seller has agreed to, and to cause the other Seller Entities (including Assignor) to, sell, assign, transfer and convey to Purchaser, among other things, all of Seller's and the other Seller Entities' right, title and interest in and to all Transferred Intellectual Property, including the trademark registrations and applications set forth on Schedule A attached hereto together with the goodwill associated therewith and symbolized thereby and all common-law rights related thereto (the "Trademarks");

WHEREAS, on April 29, 2019 Purchaser assigned to Panther BF Aggregator 2 LP ("Parent Purchaser") and other Affiliates (as defined hereinafter) of Purchaser including the Assignee, certain rights and obligations under the Purchase Agreement (the "Master Assignment");

WHEREAS, pursuant to the Master Assignment, Purchaser, among other things, assigned to Assignee the Purchaser's right to purchase or otherwise acquire from Assignor, all of the Trademarks;

WHEREAS, in connection with the Purchase Agreement, Assignor and Assignee have entered into an Asset Purchase and Sale Agreement, dated as of April 30, 2019 (the "APSA"); and

WHEREAS, Assignor is executing this Assignment pursuant to the APSA and Section 2.8(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

Section 2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, (i) all of Assignor's right, title, and interest in, to, and under the Trademarks and (ii) any and all rights, claims, credits, causes of action, defenses and rights of

offset or counterclaim to the extent arising from the rights in clause (i) that are available to or being pursued by Assignor against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date. The Trademarks shall be held and enjoyed by Assignee, successor to the business or portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing.

Section 3. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the assigned rights above.

Section 4. Agreement Governs. Nothing contained herein shall in any way modify the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Purchase Agreement shall not be superseded or expanded hereby and shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Further, all rights in any Transferred IP that is not Registered Intellectual Property are simultaneously transferred to Purchaser pursuant to that certain Bill of Sale.

Section 5. Counterparts. This Assignment may be executed in counterparts.

Section 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's principles of conflicts of law.

Section 7. Further Assurances. Without limiting Assignor's obligations under the Purchase Agreement, Assignor shall take all further actions and execute all further documents as are reasonably requested by Assignee to effect and record this Assignment with all applicable authorities.

[Signature page follows.]

9/1/80

[Signature Page to Assignment of Trademarks (CPS to Brookfield (CS))]

CPS TECHNOLOGY HOLDINGS LLC

By: *Kristen Haase*
Name: Kristen Haase
Title: Vice President and Secretary

STATE OF _____)
) ss.
COUNTY OF New York)

On _____, 2019, before me, *Stella Nicolas*, Notary Public, personally appeared *Kristen Haase* proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
STELLA LINDSAY NICOLAS
Notary Public - State of New York
NO 01N16340758
Qualified in Kings County
My Commission Expires Apr 25, 2020

Stella Nicolas
Notary Public

Stella Nicolas
(Type or print name)



(Seal)

My Commission Expires

April 25, 2020

[Signature Page to Assignment of Trademarks (CPS to Brookfield (US))]

SCHEDULE A

APP. NO.	TRADEMARKS
88317179	CLARIOS
88317175	CLARIOS POWER SOLUTIONS
88330536	 The logo consists of several horizontal, slightly curved lines of varying lengths, creating a sense of motion or a stylized 'C' shape.
88330533	 This is an identical copy of the logo described in the previous row, featuring horizontal, curved lines.

NYCDMS/1082862.1

RECORDED: 06/05/2019

TRADEMARK
REEL: 006662 FRAME: 0975