

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526568

<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>
JSV Holding Sarl		04/30/2019	Limited Liability Company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPS Technology Holdings LLC		
<b>Street Address:</b>	250 Vesey Street, 15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3800347	EL ALMA DE TU AUTOMOVIL	
<b>Registration Number:</b>	3793704	LTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212.626.4242		
<b>Email:</b>	nyctrademarks@bakermckenzie.com, lindsey.ustrata@bakermckenzie.com		
<b>Correspondent Name:</b>	Lindsey E. Utrata		
<b>Address Line 1:</b>	452 Fifth Avenue		
<b>Address Line 2:</b>	Baker McKenzie LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	10102796/50606612		
<b>NAME OF SUBMITTER:</b>	Lindsey E. Utrata		
<b>SIGNATURE:</b>	/LEU/		
<b>DATE SIGNED:</b>	06/05/2019		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 30, 2019 ("Effective Date"), is entered into by and between JSV Holding Sarl, a limited liability company formed under the laws of Luxembourg, having its registered address at 4, rue Jean Monnet, 2180 Luxembourg, Luxembourg ("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.]*

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

JSV HOLDING SARL

By: [Signature]  
Name: Michael R. Peterson  
Title: Manager

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) ss.

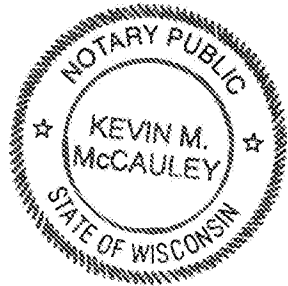
On April 26, 2019, before me, Kevin M. McCauley, Notary Public, personally appeared Michael R. Peterson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, 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.

[Signature]  
Notary Public  
Kevin M. McCauley  
(Type or print name)

(Seal)

My Commission Expires Is Permanent



[Signature Page to Assignment of Trademarks (LU1018 to Brookfield (US))]

CPS TECHNOLOGY HOLDINGS LLC

By: [Signature]  
Name: Kristen Haase  
Title: Vice President and Secretary

STATE OF NEW YORK )  
 ) 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.

WITNESSES seal.  
STELLA LINDSKY NICOLAS  
Notary Public - State of New York  
NO. 01NI6340758  
Qualified in Kings County  
My Commission Expires Apr 25, 2020

[Signature]  
Notary Public

Stella Nicolas  
(Type or print name)

(Seal)

My Commission Expires

[Signature Page to Assignment of Trademarks (LU1018 to Brookfield (US))]

# SCHEDULE A

REG. NO.	TRADEMARKS
3800347	EL ALMA DE TU AUTOMOVIL
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