

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOLTOV, INC.		09/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WESTPORT CORPORATION		
Street Address:	331 CHANGEBRIDGE ROAD		
City:	PINE BROOK		
State/Country:	NEW JERSEY		
Postal Code:	07058		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2092851	KOLTOV	
Registration Number:	3551511	REFLECTIONS	
Registration Number:	4025150	MÜLTISAC	
Registration Number:	5339789	COIN SOLUTIONS	
Registration Number:	5339796	MONEY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	14663.2		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	12/13/2019		

CH \$140.00 2092851

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September 6, 2018 (the “Effective Date”), is made by and between Westport Corporation, a New Jersey corporation (“Assignee”) and Koltov, Inc., a California corporation (“Assignor”). Assignee and Assignor are sometimes referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified on Exhibit A (the “Marks”);

WHEREAS, Assignor agreed to assign all right, title and interest in, to and under the Marks to Assignee pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”) by and among Assignor, Assignee and the other parties thereto dated as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby assigns, transfers, sells, and sets over unto Assignee all right, title, and interest, in, to, and under the said Marks and registrations, together with all common law rights and the goodwill associated with said Marks and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of past infringement of the Marks with the right to sue for, and collect the same for Assignee’s own use and benefit, and for the use and benefit of Assignee’s successors and assigns.

2. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Marks to Assignee.

3. Assignor agrees to fully cooperate with Assignee in transferring all rights to the Marks to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration to Assignee in recordable form, necessary to vest title to the Marks and all other rights transferred and assigned by this Agreement.

4. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

5. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


6. This Agreement is subject and subordinate to all of the terms and conditions of the Purchase Agreement, which is incorporated herein by reference, and in the event of any conflict or inconsistency between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall govern and control.

[Signature Page Follows]

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

ASSIGNOR:

KOLTOV, INC.

By: 
Name: Joseph Covrigaru
Title: President

ASSIGNEE:

WESTPORT CORPORATION

By: _____
Name: John Florin
Title: Senior Executive Vice President

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

ASSIGNOR:

KOLTOV, INC.

By: _____
Name: Joseph Covrigaru
Title: President

ASSIGNEE:

WESTPORT CORPORATION

By:  _____
Name: John Florin
Title: Senior Executive Vice President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006815 FRAME: 0810

EXHIBIT A

Marks

Mark	Registration Number
KOLTOV	2092851
REFLECTIONS	3551511
MultiSac	4025150
COIN SOLUTIONS	5339789
MONEY SOLUTIONS	5339796