

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxwell Technologies, Inc.		05/26/2021	Corporation:
RECEIVING PARTY DATA			
Name:	UCAP Power, Inc.		
Street Address:	6155 Cornerstone Court East		
Internal Address:	Suite 210		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2516181	MAXWELL TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP		
Address Line 1:	2040 Main St		
Address Line 2:	14th Fl		
Address Line 4:	Irvine, CALIFORNIA 92614-8214		
ATTORNEY DOCKET NUMBER:	UCAP.066T		
NAME OF SUBMITTER:	Ian W. Gillies		
SIGNATURE:	/Ian W. Gillies/		
DATE SIGNED:	11/24/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of May 26, 2021 (the “Effective Date”), by and between Maxwell Technologies, Inc., a Delaware corporation (“Assignor”), and UCAP Power, Inc., a Delaware corporation (“Assignee”). Each of the above referenced parties is referred to herein as a “Party” and together as the “Parties”.

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of May 26, 2021 (the “Asset Purchase Agreement”) pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase and assume from the Assignor certain specified assets, including the Trademarks (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of the (i) Trademarks and (ii) Trademark registrations and applications, as identified on Exhibit A attached hereto;

NOW, THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Trademarks and the goodwill of Assignor’s business appurtenant thereto, including all rights to file applications and seek protection for the Trademarks under applicable trademark laws in the United States and throughout the world in the name of the Assignee, its successors and assigns, the same to be held and enjoyed by Assignee, its successors and assigns, including the right to prosecute and maintain any of the Trademarks and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Trademarks.

Section 3. No Warranties. This Assignment provides no warranties hereunder of any kind, express or implied, with respect to the Trademarks, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Trademarks provided in the Asset Purchase Agreement.

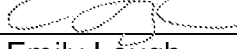
Section 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

MAXWELL TECHNOLOGIES, INC.

By:  _____
Name: Emily Lough
Title: Secretary

ASSIGNEE:

UCAP POWER, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

MAXWELL TECHNOLOGIES, INC.

By: _____

Name:

Title:

ASSIGNEE:

UCAP POWER, INC.

By:  _____

Name: Gordon Schenk

Title: CEO

Exhibit A
Trademarks

[See attached.]

d. Trademarks

Trademark Report as of May 6, 2021							
Case No.	Title:	Country:	Status:	Application No.	Filing Date:	Reg Date:	Reg No:
MAX.270T	MAXWELL TECHNOLOGIES Stylized	US	Renewed	75/673624	4/2/1999	12/11/2001	2516181
MAX.270TCS	MAXWELL TECHNOLOGIES Stylized	US	Registered	TMK 11-00551	5/9/2011	12/11/2001	
MAX.271IBX	BOOSTCAP	BX	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271ICN	BOOSTCAP	CN	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271IDE	BOOSTCAP	DE	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271IFR	BOOSTCAP	FR	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271IGB	BOOSTCAP	GB	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271IIT	BOOSTCAP	IT	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271IRU	BOOSTCAP	RU	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.271T	BOOSTCAP	US	Renewed	78/132070	5/30/2002	3/4/2003	2693531
MAX.271WCA	BOOSTCAP	CA	Renewed	1032241	11/30/1999	5/7/2001	TMA544606
MAX.271WCH	BOOSTCAP	CH	Renewed	03964/1999	5/6/1999	5/6/1999	465031
MAX.271WWO	BOOSTCAP	WO	Abandoned	722175	9/16/1999	9/16/1999	722175
MAX.274ICH	D CELL	CH	Registered	845340	10/13/2004	10/13/2004	845340
MAX.274IFR	D CELL	FR	Registered	845340	10/13/2004	10/13/2004	845340
MAX.274IGB	D CELL	GB	Registered	845340	10/13/2004	10/13/2004	845340
MAX.274IJP	D CELL	JP	Registered	845340	10/13/2004	10/13/2004	845340
MAX.274ISG	D CELL	SG	Registered	845340	10/13/2004	10/13/2004	845340
MAX.274T	D CELL	US	Renewed	78/401285	4/13/2004	4/8/2008	3410291
MAX.274WWO	D CELL	WO	Renewed	845340	10/13/2004	10/13/2004	845340
MAX.275ICH	C CELL	CH	Abandoned	845339	10/13/2004	10/13/2004	845339
MAX.275IFR	C CELL	FR	Abandoned	845339	10/13/2004	10/13/2004	845339
MAX.275IGB	C CELL	GB	Abandoned	845339	10/13/2004	10/13/2004	845339
MAX.275IJP	C CELL	JP	Abandoned	845339	10/13/2004	10/13/2004	845339
MAX.275ISG	C CELL	SG	Abandoned	845339	10/13/2004	10/13/2004	845339
MAX.275WWO	C CELL	WO	Abandoned	845339	10/13/2004	10/13/2004	845339

MAX.276T	MAXWELL TECHNOLOGIES Stylized	US	Renewed	78/402010	4/14/2004	10/10/2006	3152787
MAX.276WCND1	MAXWELL TECHNOLOGIES Stylized	CN	Published	13170540	9/2/2013		
MAX.276WCO	MAXWELL TECHNOLOGIES Stylized	CO	Registered	09-125383	11/5/2009	11/24/2011	436400
MAX.276WEU	MAXWELL TECHNOLOGIES Stylized	EM	Renewed	4076378	10/13/2004	1/17/2006	4076378
MAX.276WGB	MAXWELL TECHNOLOGIES Stylized	GB	Registered	4076378	10/13/2004	1/17/2006	UK00904076378
MAX.276WIN	MAXWELL TECHNOLOGIES Stylized	IN	Renewed	2052642	11/12/2010	9/26/2017	2052642
MAX.280WCN	M MAXWELL CERTIFIED INTEGRATOR stylized	CN	Registered	8328952	5/25/2010	9/14/2014	8328952
MAX.282WBR	MAXWELL TECHNOLOGIES Stylized and in color	BR	Published	830493093	1/11/2010		
MAX.282WRU	MAXWELL TECHNOLOGIES Stylized and in color	RU	Renewed	2010737205	11/18/2010	5/23/2012	462542
MAX.283WEU	MAXWELL Stylized	EM	Renewed	824789	5/14/1998	9/17/1999	824789
MAX.283WGB	MAXWELL Stylized	GB	Registered	824789	5/14/1998	9/17/1999	UK00900824789
MAX.284WCN	MAXWELL & Design	CN	Abandoned	1497902	6/30/2021	12/28/2000	1497902
MAX.285WCH	MAXWELL TECHNOLOGIES	CH	Renewed	63645/2012	11/14/2012	11/14/2012	639953
MAX.286WCN	M MAXWELL CERTIFIED INTEGRATOR stylized	CN	Registered	8328951	5/25/2010	7/21/2013	8328951
MAX.297WCND1	MAXWELL TECHNOLOGIES Stylized	CN	Registered	13170539	9/2/2013	4/7/2017	13170539
MAX.315ICH	DURABLU	CH	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315ICN	DURABLU	CN	Registered	1265022	3/24/2015	3/24/2015	1265022

MAX.315IEM	DURABLUE	EM	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315IIN	DURABLUE	IN	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315IJP	DURABLUE	JP	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315IKR	DURABLUE	KR	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315IRU	DURABLUE	RU	Registered	1265022	3/24/2015	3/24/2015	1265022
MAX.315T	DURABLUE	US	Registered	86/407612	9/26/2014	3/21/2017	5166811
MAX.315WBR	DURABLUE	BR	Registered	909.169.780	3/26/2015	8/29/2017	9.09E+08
MAX.315WGB	DURABLUE	GB	Registered	1265022	3/24/2015	3/24/2015	UK00801265022
MAX.315WTW	DURABLUE	TW	Registered	104016069	3/25/2015	8/1/2016	1782418
MAX.315WWO	DURABLUE	WO	Registered	1265022	3/24/2015	3/24/2015	1265022