

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EATON AEROQUIP LLC		08/02/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	DANFOSS POWER SOLUTIONS II, LLC		
Street Address:	2800 E 13th St.		
City:	Ames		
State/Country:	IOWA		
Postal Code:	50010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2165322	BOBCAT	
Registration Number:	1941032	CHEMCAT	
Registration Number:	1395695	EVERFLEX	
Registration Number:	1457168	FOR-SEAL	
Registration Number:	0771022	GAS-MATE	
Registration Number:	3656342	HANSEN	
Registration Number:	0654337	HK	
Registration Number:	0883359	JAGUAR	
Registration Number:	2116214	PUMA	
Registration Number:	2715157	QUICK SEAL	
Registration Number:	1814932	ULTRAFORCE	
Registration Number:	0832209	WEATHERHEAD	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<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:	716-239-4300		
Email:	esimpson@colsonlawgroup.com		
Correspondent Name:	Ellen S. Simpson		

OP \$315.00 2165322

Address Line 1: 5555 Main Street
Address Line 4: Williamsville, NEW YORK 14221

ATTORNEY DOCKET NUMBER:	BA00023
NAME OF SUBMITTER:	Ellen S. Simpson
SIGNATURE:	/Ellen S. Simpson/
DATE SIGNED:	01/24/2022

Total Attachments: 33

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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of August 2, 2021 (the “Effective Date”), between Eaton Aeroquip LLC, a limited liability company duly organized and existing under the laws of the State of Ohio having its address at 1000 Eaton Blvd., Cleveland, OH 44122 (the “Assignor”), and Danfoss Power Solutions II, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware having its address at 2800 E 13th St., Ames, IA 50010 (the “Assignee”). For good and valuable consideration, receipt of which is acknowledged, the Assignor and the Assignee agree as follows:

A. The Assignor and Assignee are direct or indirect wholly owned subsidiaries of Eaton Corporation plc, an Irish public limited company (“Eaton”), and Danfoss A/S, a public limited liability company incorporated under the laws of the Kingdom of Denmark (“Danfoss” and together with Eaton, the “Principals”), respectively.

B. Pursuant to that certain Asset Sale and Purchase Agreement, dated contemporaneously with the date herewith (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and between Assignor and Assignee, Assignor wishes to sell, assign, transfer, convey and deliver to the Assignee certain Assigned IP (defined below), upon the terms and subject to the conditions set forth in the Purchase Agreement and this Agreement.

NOW THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

“Business” means the following activities conducted by Eaton’s Hydraulics Segment: designing, engineering, developing, testing, manufacturing, assembling, marketing, selling and servicing the following product lines, as such business is conducted as of the date hereof, but excluding the Excluded Business:

- (a) hydraulic pumps, hydraulic motors, hydraulic power units, hydraulic valves, hydraulic integrated circuits, hydrostatic transmissions, hydraulic steering units, hydraulic accumulators, hydraulic cylinders, and HFX programmable controllers, VFX programmable displays, Pro-FX® software and TFX remote monitoring systems for controlling and monitoring hydraulic systems and components, in each case serving the Mobile Off-Highway End Market, the Industrial End Market, and the On-Highway End Market;
- (b) hydraulic hoses and fittings, industrial and specialty hoses, fuel, air conditioning and refrigeration hoses and assemblies, and connectors, in each case serving the Mobile Off-Highway End Market and Industrial End Market;
- (c) aerial refueling hoses; and

(d) Airflex® brand industrial drum brakes, industrial disc brakes, constricting and expanding industrial clutches, and associated torque limiting couplings, quick release valves, and rotorseals.

“Governmental Authority” means any national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

“Intellectual Property” means all intellectual property rights arising under the Laws of the United States or any other jurisdiction, including the following: (a) trade names, trademarks and service marks (registered and unregistered), Internet domain names, trade dress and similar rights, and applications to register any of the foregoing and all goodwill associated with any of the foregoing; (b) patents and patent applications and rights in respect of utility models or industrial designs, including all provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals and extensions; (c) copyrights and mask works and registrations and applications therefor and all moral rights associated therewith; and (d) trade secrets, know-how, inventions (whether or not patentable), invention disclosures, discoveries, methods, processes, technical data, specifications, research and development information, technology, algorithms, software (in source code and object code form), databases, data collections, data analytics and other proprietary or confidential information, including customer and supplier lists. “Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

2. Assignment. As of the Effective Date, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, the Assignee accepts, all of the Assignor’s right, title and interest in and to all the Intellectual Property owned by Assignor and used or held for use exclusively in the Business or under development for use exclusively in the Business (collectively, the “Assigned IP”), including without limitation the Intellectual Property set forth in **Exhibit A** to this Agreement, including the right to seek damages for the past, present and future infringement or other violation of any such Assigned IP and the goodwill appurtenant to any such Assigned IP. Assignee may at any time freely assign any of its right, title and interest in and to the Assigned IP, including to any of its Affiliates, and may record or permit others to record such subsequent assignments. The foregoing assignment also includes all of Assignor’s right to file patent, trademark and copyright applications throughout the world for the Assigned IP in the name of Assignee, its successors and assigns; and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits. The Assignor hereby waives all moral or similar rights arising from any of the Assigned IP insofar as the Assignor may lawfully do so and such waiver shall extend to all successors and assigns to the copyright in the Assigned IP.

3. Further Assurances. The Assignor shall, upon request of Assignee and for no additional consideration, execute all documents reasonably required to properly vest the Assigned IP, or any part thereof, in the Assignee or otherwise to perfect the Assignee's title in and to the Assigned IP. For purposes of clarity, the Assignee shall be responsible for any costs or expenses associated with the Assignor obtaining any associated documents, including without limitation apostilles, legalizations, or notarizations.
4. Domain Name Transfer. The Assignor agrees to initiate the transfer process with respect to the domain names included in the Assigned IP (the "Assigned Domain Names") electronically from the Assignor's account and servers to the Assignee's account and as soon as reasonably practicable following the Effective Date, and to execute and deliver such assignment and other documents, if reasonably required, and take such action as the registrar of the Assigned Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Assigned Domain Names from the Assignor to the Assignee.
5. Recordation. The Assignee is given full powers to attend to the filing and recordation of this Agreement before the relevant authority(ies) as necessary to enforce the above mentioned rights and obligations in conformity with this Agreement, and the Assignor hereby consents to such filing and recordation.
6. General. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties hereto irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party hereto or its successors or assigns against the other party hereto shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties hereto agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties hereto further agrees that notice as provided herein shall constitute sufficient service of process and the parties hereto further waive any argument that such service is insufficient. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice,

attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.


7. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES.

[Signature page follows]


SIGNED FOR AND ON BEHALF OF ASSIGNOR

EATON AEROQUIP LLC

By: 
Name: Kirsten M. Park
Title: Vice President and Treasurer

SIGNED FOR AND ON BEHALF OF ASSIGNEE

DANFOSS POWER SOLUTIONS II, LLC

By: 

Name: Rodney Mumm

Title: Treasurer and Secretary

Signature Page to IP Assignment Agreement (Eaton Aeroquip LLC)