

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galvion Power Systems Inc.		11/12/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Stryten Canada Inc.		
Street Address:	8301 Keele Street		
City:	Maple, Ontario		
State/Country:	CANADA		
Postal Code:	L0J1E0		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6330736	SWATPACK	
CORRESPONDENCE DATA			
Fax Number:	2025599163		
<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:	2026312021		
Email:	valerie.purdy-pyeron@rieblinglaw.com		
Correspondent Name:	Valerie Purdy-Pyeron, Paralegal		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 1025		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	335-105 GPSI - Stryten CA		
DOMESTIC REPRESENTATIVE			
Name:	Peter J. Riebling		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 1025		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal		

OP \$40.00 6330736

SIGNATURE:	/valerie a. purdy-pyeron/
DATE SIGNED:	02/14/2022
Total Attachments: 7 source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page1.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page2.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page3.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page4.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page5.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page6.tif source=Assign 1 - Galvion Power Systems Inc - Stryten Canada Inc#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), effective as of November 12, 2021 (the "Effective Date"), is made and entered into by and between Stryten Canada Inc., a corporation organized under the *Nova Scotia Companies Act* ("Assignee"), and Galvion Power Systems Inc., a corporation organized under the *Canada Business Corporations Act* ("Assignor"). Assignee and Assignor may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the Intellectual Property identified in Schedule I, and all other rights arising out of, appurtenant thereto, or in respect of such Intellectual Property;

WHEREAS, Assignor and Assignee are, *inter alios*, parties to that certain Asset Purchase Agreement, dated October 27, 2021 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver all right, title and interest in and to the Purchased Assets, including the Intellectual Property set forth in Schedule I, to Assignee, in each case pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the Parties desire to memorialize the transfer of the Intellectual Property from Assignor to Assignee as of the Effective Date.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.
2. Assignment of Intellectual Property. As of the Effective Date, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all right, title and interest in and to (i) all Intellectual Property set forth on Schedule I to this Assignment together with the goodwill of the Business associated therewith (the "Purchased IP"); (ii) all common law and statutory right, title and interest in the Purchased IP, all rights of registration, maintenance, renewal and protection thereof, and the right to create derivative works thereof; (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Purchased IP, and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
3. Recordation. Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the officials of corresponding entities or agency

in any applicable jurisdictions to record and register this Assignment upon request from Assignee.

4. Further Acts. Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased IP, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased IP, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased IP, including testifying as to any facts relating to the Purchased IP and this Assignment.
5. Terms of the Asset Purchase Agreement. The representations, warranties, obligations and agreements contained in the Asset Purchase Agreement, and any limitations thereon, shall not be superseded, expanded or otherwise modified hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is subject in all respects to the terms of the Asset Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement, the terms hereof, and/or the terms of any consents to assignment or other similar documents entered into by Assignor or the Assignee to facilitate the sale, assignment, conveyance, transfer, or delivery of the Purchased Assets to the Assignee, the terms of the Asset Purchase Agreement shall govern.
6. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than Assignor and Assignee and their respective successors and permitted assigns.
7. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by Assignor and Assignee and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.
8. Governing Law. The Parties hereby attorn to the governing law clause set out in Section 11.11(a) of the Asset Purchase Agreement.
9. Dispute Resolution. The Parties hereby attorn to the arbitration clause set out in Section 11.11(b) of the Asset Purchase Agreement.
10. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.
11. Counterparts and Facsimile Signature. This Assignment may be executed in one or more counterparts (delivery of which may be by facsimile, or via email as a portable document format (.pdf)), each of which will be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

GALVION POWER SYSTEMS INC.

By: Jonathan Blanshay
Name: Jonathan Blanshay
Title: CEO

ASSIGNEE:

STRYTEN CANADA INC.

By: _____
Name:
Title:

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the Parties have executed and entered into this Assignment as of the date first set forth above.

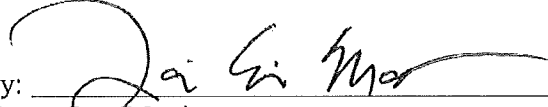
ASSIGNOR:

GALVION POWER SYSTEMS INC.

By: _____
Name: Jonathan Blanshay
Title: CEO

ASSIGNEE:

STRYTEN CANADA INC.

By:  _____
Name: Lou Martinez
Title: President

[Signature Page to Assignment of Intellectual Property]

Schedule I

INTELLECTUAL PROPERTY

[See attached]

Owner	Mark Logo	Class	Wares and Services	Status	Application Date Application No.	Registration Date Registration No.	Due Date Action	Due Date	Comments	
Galion Power Systems Inc.	SWATPACK	9	Class (9) Lithium-ion battery for use in land vehicles	Issued/Reg	2018-06-28 1,906,745	2020-10-13 1,684,544	Renewal Due	2030-10-13		
Galion Power Systems Inc.	SWATPACK	9	Class (9) Lithium-ion battery for use in land vehicles	Issued/Reg	2018-11-07 17980757	2019-03-20 17980757	Renewal Due	2028-11-07		
Galion Power Systems Inc.	SWATPACK	9	Class (9) Lithium-ion battery for use in land vehicles	Issued/Reg	2018-11-19 3354485	2019-02-08 3354485	Renewal Due	2028-11-23		
Galion Power Systems Inc.	SWATPACK	9	Class (9) Lithium-ion battery for use in land vehicles	Issued/Reg	2018-11-07 UK00917680757	2019-03-20 UK00917680757	Renewal Due	2028-11-07		
Galion Power Systems Inc.	SWATPACK	9	Class (9) Lithium-ion battery specially adapted for use in military land vehicles, namely, battery with low heat signature, specially adapted for use in military land vehicles used for reconnaissance missions	Issued/Reg	2019-10-16 88657,006	2021-04-20 8,330,736	Declaration of Continued Use Due Renewal Due	2027-04-19 2031-04-19		
Galion Inc.	SYMBASYS	9	Class (9) Batteries; Batteries and battery chargers; Battery chargers; Battery monitoring devices that may be attached to a battery to monitor the performance of the battery and operating software for use therewith, sold as a unit; Battery packs; Integrated battery backup systems comprising a battery, an electronic measurement apparatus for use in the measurement of battery health and performance, and a remote computer software program that uses the foregoing data to trend, predict, and store data related to the health of the battery; Lithium ion batteries; Lithium iron phosphate batteries; Lithium phosphate batteries; Monitoring devices for monitoring battery performance characteristics; Power controllers; Power distributing boxes; Rechargeable electric batteries; Renewable battery system to provide backup power; Solar batteries	Pending	2020-01-31 2,009,316					
Galion Inc.	SYMBASYS SWITCHPACK	9	Class (9) Lithium-ion battery for use with land vehicles	Pending	2020-10-08 2,056,725					
Galion Inc.	SYMBASYS	9	Class (9) Batteries; Batteries and battery chargers; Battery chargers; Battery monitoring devices that may be attached to a battery to monitor the performance of the battery and operating software for use therewith, sold as a unit; Battery packs; Integrated battery backup systems comprising a battery, an electronic measurement apparatus for use in the measurement of battery health and performance, and a remote computer software program that uses the foregoing data to trend, predict, and store data related to the health of the battery; Lithium ion batteries; Lithium iron phosphate batteries; Lithium phosphate batteries; Monitoring devices for monitoring battery performance characteristics; Power controllers; Power distributing boxes; Rechargeable electric batteries; Renewable battery system to provide backup power; Solar batteries	Issued/Reg	2020-02-28 18203487	2020-06-19 18203487	Renewal Due	2030-02-28		
Galion Inc.	SYMBASYS SWITCHPACK	9	Class (9) Lithium-ion battery for use with land vehicles	Issued/Reg	2020-10-14 18320655	2021-02-19 18320655	Renewal Due	2030-10-14		
Galion Inc.	SYMBASYS	9	Class (9) Batteries; Batteries and battery chargers; Battery chargers; Battery monitoring devices that may be attached to a battery to monitor the performance of the battery and operating software for use therewith, sold as a unit; Battery packs; Integrated battery backup systems comprising a battery, an electronic measurement apparatus for use in the measurement of battery health and performance, and a remote computer software program that uses the foregoing data to trend, predict, and store data related to the health of the battery; Lithium ion batteries; Lithium iron phosphate batteries; Lithium phosphate batteries; Monitoring devices for monitoring battery performance characteristics; Power controllers; Power distributing boxes; Rechargeable electric batteries; Renewable battery system to provide backup power; Solar batteries	Issued/Reg	2020-02-28 3470795	2020-08-09 3470795	Renewal Due	2030-08-08		
Galion Inc.	SYMBASYS	9	Class (9) Batteries; Batteries and battery chargers; Battery chargers; Battery monitoring devices that may be attached to a battery to monitor the performance of the battery and operating software for use therewith, sold as a unit; Battery packs; Integrated battery backup systems comprising a battery, an electronic measurement apparatus for use in the measurement of battery health and performance, and a remote computer software program that uses the foregoing data to trend, predict, and store data related to the health of the battery; Lithium ion batteries; Lithium iron phosphate batteries; Lithium phosphate batteries; Monitoring devices for monitoring battery performance characteristics; Power controllers; Power distributing boxes; Rechargeable electric batteries; Renewable battery system to provide backup power; Solar batteries	Issued/Reg	2020-02-28 UK00918203487	2020-06-19 UK00918203487	Renewal Due	2030-02-28		