

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726832

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900680123		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schneider Electric Motion USA, Inc.		07/09/2021	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Novanta Corporation		
Street Address:	125 Middlesex Turnpike		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5006319	MDRIVE	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	G0701.20127US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	05/10/2022		
Total Attachments: 6			
source=G0701.20127US00 - Redacted Stock Purchase Agreement#page1.tif			
source=G0701.20127US00 - Redacted Stock Purchase Agreement#page2.tif			

source=G0701.20127US00 - Redacted Stock Purchase Agreement#page3.tif

source=G0701.20127US00 - Redacted Stock Purchase Agreement#page4.tif

source=G0701.20127US00 - Redacted Stock Purchase Agreement#page5.tif

source=G0701.20127US00 - Redacted Stock Purchase Agreement#page6.tif

TRADEMARK

REEL: 007735 FRAME: 0977

STOCK PURCHASE AGREEMENT

Between

NOVANTA CORPORATION

And

SCHNEIDER ELECTRIC HOLDINGS, INC.

Dated as of July 9, 2021

This STOCK PURCHASE AGREEMENT, dated as of July 9, 2021 (this “**Agreement**”), is by and between Novanta Corporation, a Michigan corporation (“**Buyer**”) and Schneider Electric Holdings, Inc., a Delaware corporation (“**Seller**”).

WHEREAS, Seller owns all of the Shares of Schneider Electric Motion USA, Inc., a Connecticut corporation (the “**Company**”); and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Seller wishes to sell, convey, transfer and deliver to Buyer, and Buyer wishes to purchase from Seller, one hundred percent (100%) of the Shares.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

I. DEFINITIONS.

1.1 **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

“**Accounting Methodology**” means IFRS, as applied consistently with the accounting methods, policies, practices and procedures historically employed by Seller with respect to the Company; provided, that in the event of an inconsistency between IFRS and the accounting methods, policies, practices and procedures historically employed by Seller with respect to the Company, the accounting methods, policies, practices and procedures historically employed by Seller with respect to the Company shall prevail (including, for the avoidance of doubt, the historical methods, policies, practices, and procedures described in the report listed on Schedule 1.1(b)).

“**Affiliate**” (including, with its correlative meaning, “**Affiliated**”) means with respect to any Person, any Person controlling, controlled by or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract, or otherwise.

“**Benefit Plan**” means, with respect to any Person, each compensation or employee benefit plan, scheme, program, policy, arrangement and contract (including any “**employee benefit plan**,” as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and any bonus, deferred compensation, stock bonus, stock purchase, restricted stock, stock option or other equity-based arrangement, and any employment, termination, retention, bonus, change in control, vacation, retirement, pension, end-of-career indemnity, jubilee, long-service or severance plan, program, policy, arrangement, contract, or any collective bargaining agreement, unilateral commitment or binding practice concerning employees) for the benefit of any current or former officer, employee or director of such Person that is maintained or contributed to by such Person, any of its Subsidiaries or any of its ERISA Affiliates, or with respect to which any of them could incur material liability under the Code or ERISA or any similar non-U.S. law, but shall exclude Multiemployer Plans.

“**Business**” means the Company’s business of developing, manufacturing, marketing, selling, distributing, or representing Competitive Products.

DISCLOSURE SCHEDULE
TO
STOCK PURCHASE AGREEMENT
BETWEEN
NOVANTA CORPORATION
AND
SCHNEIDER ELECTRIC HOLDINGS, INC.
DATED AS OF JULY 9, 2021

SCHEDULE 3.11(a)

Intellectual Property

Patents:

Registered Trademarks:

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Goods and Services	International Class(es)	Registrant
MDRIVE	U.S. Federal	86794713	5006319	21-OCT-2015	26-JUL-2016	(INT. CL. 7) ELECTRIC MOTORS FOR MACHINES	International Class: 07 First Used: 12-FEB-2001 In Commerce: 14-JUL-2001	Schneider Electric Motion USA, Inc.