

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745958

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|---|--|-----------------------|--------------------|
| 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2693531 | BOOSTCAP | |
| Registration Number: | 3410291 | D CELL | |
| Registration Number: | 5166811 | DURABLU | |
| Registration Number: | 3152787 | 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: | 858.707.4000 | | |
| Email: | efiling@knobbe.com | | |
| Correspondent Name: | Knobbe Martens Olson & Bear, LLP | | |
| Address Line 1: | 2040 Main Street | | |
| Address Line 2: | 14th Floor | | |
| Address Line 4: | irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | UCAP.*T | | |
| NAME OF SUBMITTER: | Ian W. Gillies | | |
| SIGNATURE: | /Ian W Gillies/ | | |
| DATE SIGNED: | 08/04/2022 | | |

OP \$115.00 2693531

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.

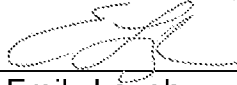
Section 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles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

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| 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 |

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|------------|----------|----|------------|-------------|-----------|-----------|---------------|
| 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.315IT | 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 |