

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GP STRATEGIES CORPORATION		10/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EtaPRO LLC		
Street Address:	25 Northpointe Parkway		
Internal Address:	Suite 100		
City:	Amherst		
State/Country:	NEW YORK		
Postal Code:	14228		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5379231	ETAPRO	
CORRESPONDENCE DATA			
Fax Number:	3128775354		
<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:	3122354766		
Email:	nicole.bulman@vonbriesen.com		
Correspondent Name:	von Briesen & Roper, s.c.		
Address Line 1:	One North Franklin Street		
Address Line 2:	Suite 2350		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	nicole m. bulman		
SIGNATURE:	/nicole m. bulman/		
DATE SIGNED:	11/18/2022		
Total Attachments: 8			
source=2022-11-18_TM_Recordation_Form_Cover_Sheet_037315-00009#page1.tif			
source=2022-11-18_TM_Assignment_037315-00009#page1.tif			
source=2022-11-18_TM_Assignment_037315-00009#page2.tif			

OP \$40.00 5379231

source=2022-11-18_TM_Assignment_037315-00009#page3.tif
source=2022-11-18_TM_Assignment_037315-00009#page4.tif
source=2022-11-18_TM_Assignment_037315-00009#page5.tif
source=2022-11-18_TM_Assignment_037315-00009#page6.tif
source=2022-11-18_TM_Assignment_037315-00009#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of October 1, 2021, by and between GP Strategies Corporation, a Delaware corporation, and each of its direct and/or indirect subsidiaries signatory hereto (each and collectively, "Assignor") and EtaPRO LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Toshiba America Energy Systems Corporation, a Delaware corporation and the corporate parent of Assignee, are parties to that certain Asset Purchase Agreement, dated May 8, 2021 (the "Asset Purchase Agreement"), and this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title, and interest in and to all of the registered and applied for Marks that constitute a portion of the Purchased Assets (as each of such terms are defined in the Asset Purchase Agreement), which Marks are more particularly described in Exhibit A annexed hereto (the "Transferred Marks");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee all right, title, and interest in and to the Transferred Marks; and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Transferred Marks.

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants contained herein, and in consideration of the sum of one Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Effective as of the Closing, Assignor hereby irrevocably sells, conveys, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title, and interest in and to the Transferred Marks, including (a) the goodwill of the business associated with the Transferred Marks, (b) the registrations and applications referenced in Exhibit A, and (c) all proceeds, benefits, privileges, causes of action, common law rights, and remedies relating to such Transferred Marks throughout the world, including all of Assignor's rights to (i) apply for and maintain all registrations and/or renewals thereof in any country or jurisdiction throughout the world, with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention, (ii) bring actions, claims and demands recoverable in law or equity, and sue and collect damages for past, present and future infringements, misappropriations or other violations of such Transferred Marks, and (iii) grant licenses or other interests in or to such Transferred Marks.
3. Further Actions. Assignor hereby covenants and agrees to: (a) at its own expense, execute and deliver, at the request of Assignee, its successors, assigns and other legal representatives, such

further instruments of transfer and assignment, and to take such other actions as such Assignee may reasonably request, in each case that are required to effectively consummate the assignments and assumptions contemplated by this Assignment, including by executing and delivering any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation required to effect the assignment of rights contemplated herein, and (b) reasonably cooperate, at Assignee's expense and request (or that of its successors, assigns or other legal representatives), in (i) the preparation and prosecution by Assignee (or any of its successors, assigns or other legal representatives) of any applications or registrations assigned herein; (ii) the prosecution or defense by Assignee (or any of its successors, assigns or other legal representatives) of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; and (iii) executing and delivering any further instruments of transfer or documentation required to register or maintain the rights assigned herein.

4. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Transferred Marks, and to issue any and all Transferred Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred Marks.

5. No Representations or Warranties. Other than as set forth in the Asset Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to any of the Transferred Marks.

6. Miscellaneous.

(a) Headings. The section headings used herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(b) Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of New York (without regard to the conflicts of law provisions thereof that would require the application of the Applicable Law of another jurisdiction, including New York laws relating to applicable statutes of limitations and burdens of proof).

(c) Binding Effect; Successors and Assigns; No Third Party Beneficiaries. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. Neither Assignor nor Assignee may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Assignment without the prior written consent of the other party. Any attempted assignment, delegation or transfer in violation of this Section 6(c) shall be void ab initio. Neither this Assignment nor any provision hereof is intended to confer upon any Person

other than Assignor and Assignee (and their successors and permitted assigns) any rights or remedies hereunder.

(d) Entire Agreement; Asset Purchase Agreement Controls. This Assignment constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof and supersedes all prior negotiations, correspondence, understandings and contracts among the parties respecting the subject matter hereof and thereof; provided that, in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(e) Amendments; Waivers. This Assignment may be amended or waived, and any provision of this Assignment may be amended or waived, if, and only if, such amendment or waiver, as the case may be, is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party hereto in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any term, covenant or condition of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but only by a written notice signed by such party expressly waiving such term or condition. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereunder.

(f) Severability. Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law. To the extent any provision of this Assignment is determined to be prohibited or unenforceable in any jurisdiction, Assignor and Assignee agree to use commercially reasonable efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

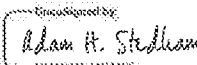
(g) Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts (including by facsimile, .PDF, DocuSign or other electronic signature), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment become effective when each party hereto shall have received a counterpart hereof signed and duly delivered by each other party hereto.

[Signature Page Follows]

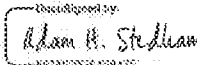
IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

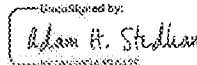
GP STRATEGIES CORPORATION

By: 
Name: Adam H. Stedham
Title: President & CEO

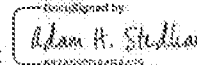
GP STRATEGIES CANADA ULC

By: 
Name: Adam H. Stedham
Title: President & CEO

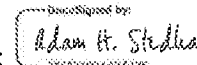
GP STRATEGIES LIMITED

By: 
Name: Adam H. Stedham
Title: Director

GP STRATEGIES COLOMBIA, LTDA.

By: 
Name: Adam H. Stedham
Title: Director

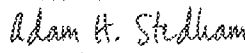
GP STRATEGIES DENMARK APS

By: 
Name: Adam H. Stedham
Title: Director

[Signature Page to Trademark Assignment Agreement]

GP STRATEGIES ARGENTINA S.R.L.

DocuSigned by:

By: 

Name: Adam H. Stedham

Title: Power of Attorney for GP Strategies Argentina S.R.L.

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

ETAPRO LLC

By: Koichi Kataguchi
Name: KOICHI KATAGUCHI
Title: President and CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007885 FRAME: 0833

EXHIBIT A

Transferred Marks

Jurisdiction	Mark	Reg. No.	Status	Int. Classes
United States	ETAPRO	5379231	Registered	9, 42
WIPO (extensions to UK and EU)	ETAPRO	1391266	Active	9, 42

[Exhibit A to Trademark Assignment Agreement]

NDA - 040855/000043 - 894195 v1