

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Power Technologies, Inc.		07/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pure Power Technologies LLC		
Street Address:	405 White Street		
City:	Jacksonville		
State/Country:	NORTH CAROLINA		
Postal Code:	28546		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5687209	PURE POWER	
Registration Number:	4597389	PURE POWER	
Registration Number:	4703938	PURE POWER	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	310-407-4091		
Email:	rsmith@ktbslaw.com		
Correspondent Name:	KTBS Law LLP		
Address Line 1:	1801 Century Park East, 26th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Robert J. Smith		
SIGNATURE:	/s/ Robert J. Smith		
DATE SIGNED:	08/01/2023		
Total Attachments: 13			
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page1.tif			
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page2.tif			
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page3.tif			

OP \$90.00 5687209

source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page4.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page5.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page6.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page7.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page8.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page9.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page10.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page11.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page12.tif
source=2 - Stanadyne - Trademark Assignment Agreement [Execution Version]#page13.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of July 31, 2023, by and among Stanadyne LLC and Pure Power Technologies, Inc. (each an “Assignor” and collectively, “Assignors”), and Stanadyne Operating Company LLC, a Delaware limited liability company (f/k/a S-PPT Acquisition Company LLC) (“Purchaser”), and Pure Power Technologies LLC, a Delaware limited liability company (together with Purchaser, each an “Assignee” and collectively, “Assignees”).

WHEREAS, Assignors are the owners, as applicable, of the entire right, title, interest and goodwill in and to all of their respective trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “Trademarks”);

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of May 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among Purchaser and each other Person that is a signatory thereto, including, without limitation, Assignors;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from each Assignor, all of such Assignor’s direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, pursuant to Section 11.9 of the Purchase Agreement, Purchaser has designated the Assignees, and assigned to the Assignees certain rights under the Purchase Agreement, to acquire certain of the Purchased Assets (including, without limitation, the Trademarks) of Assignors in accordance with that certain letter agreement, dated as of the date hereof, by and among Purchaser, Assignees and other parties thereto;

WHEREAS, the execution and delivery of this Agreement is required by Sections 3.2(d) and 3.3(c) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by each Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably and for no royalty, sells, transfers, assigns, conveys and delivers to each applicable Assignee, such Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto in respect of all goods or services in which the Trademarks are registered, as well as the goodwill of the business connected with the use of, and symbolized by, the Trademarks, free and clear of all Encumbrances (other than Encumbrances included in the

Assumed Liabilities and Permitted Encumbrances), as well as any related trademark registrations, common law unregistered trademarks, trade names, service marks, and/or trademark applications; together with all renewals thereof; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; all income, royalties, fees, damages, payments and other proceeds now and hereafter due and/or payable with respect to any and all of the foregoing; any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future; provided, however, in relation to each of the foregoing, excluding any trademarks or related rights constituting Excluded Assets. The Assignor agrees that to the extent any Trademarks cannot be assigned to the applicable Assignee for any reason, including by operation of law, the Assignor shall be deemed to have granted to the such Assignee, a worldwide, perpetual, exclusive, royalty free, transferrable, and irrevocable license to all Trademarks therein.

Together with each Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to such Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 8.12 of the Purchase Agreement, Assignors will cooperate with Assignees, as may be reasonably necessary or appropriate to assist and/or to enable Assignees to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignees' expense.

Each Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to each applicable Assignee, and such Assignee's successors and/or assigns. Each Assignor shall use reasonable efforts to ensure that copies of all correspondence in relation to the Trademarks (including any renewal notice or other notice received from any government agency) are directed to such Assignee. In the interim, each Assignor shall use reasonable efforts to ensure that copies of all such correspondence are delivered as soon as practical to each applicable Assignee, marked for the attention of the attorney or agent designated by such Assignee, or any other person that such Assignee notified to the Assignor.

Each assignor hereby grants to the designated attorneys of Assignees the authority and power to insert on this instrument any further identification which may be necessary or desirable

for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement. Notwithstanding the above, the Assignor represents that the assignment of Trademarks under this Agreement shall result in the creation of exclusive rights to the use of Trademarks vesting solely with the Assignees. Further, the Assignor and its affiliates expressly waive the right to prevent Assignees or their affiliates to deal with goods or services bearing Trademarks, including without limitation the right to withdraw the assigned Trademark. It is clarified that all rights vested in the Trademarks associated with rights to use, sell, assign, transfer, modify, delete, or stop any kind of product or services bearing Trademarks are completely transferred to the Assignees with no reservation.

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNORS:

STANADYNE LLC


DocuSigned by:
By: John Pinson
Name: John Pinson
Title: Chief Executive Officer

PURE POWER TECHNOLOGIES, INC.

DocuSigned by:
By: John Pinson
Name: John Pinson
Title: Chief Executive Officer

ASSIGNEES:

STANADYNE OPERATING COMPANY LLC

By: 
Name: Joseph Naccarato
Title: Authorized Signatory

PURE POWER TECHNOLOGIES LLC

By: 
Name: Joseph Naccarato
Title: Authorized Signatory

SCHEDULE A

Trademarks sold, transferred, assigned, conveyed and delivered to Pure Power Technologies LLC:

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Pure Power Technologies, Inc.	Argentina	PURE POWER	2544283	14-Sep-11	7-Dec-12	Pure Power Technologies LLC
Pure Power Technologies, Inc.	Colombia	PURE POWER	444554	21-Sep-11	9-Mar-12	Pure Power Technologies LLC
Pure Power Technologies, Inc.	EU	PURE POWER	9162223	9-Jun-10	31-Dec-10	Pure Power Technologies LLC
Pure Power Technologies, Inc.	Mexico	PURE POWER	1268071	12-Sep-11	14-Feb-12	Pure Power Technologies LLC
Pure Power Technologies, Inc.	United States	PURE POWER	5,687,209	4-Dec-17	26-Feb-19	Pure Power Technologies LLC
Pure Power Technologies, Inc.	Argentina	PURE POWER	2544277	14-Sep-11	7-Dec-12	Pure Power Technologies LLC
Pure Power Technologies, Inc.	Colombia	PURE POWER	443118	21-Sep-11	20-Feb-12	Pure Power Technologies LLC

TRADEMARK

REEL: 008153 FRAME: 0937

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Pure Power Technologies, Inc.	Mexico	PURE POWER	1268070	12-Sep-11	14-Feb-12	Pure Power Technologies LLC
Pure Power Technologies, Inc.	United States	PURE POWER	4,597,389	19-Mar-10	2-Sep-14	Pure Power Technologies LLC
Pure Power Technologies, Inc.	EU	purePOWER Black and White Logo	9162009	9-Jun-10	31-Dec-10	Pure Power Technologies LLC
Pure Power Technologies, Inc.	EU	purePOWER Black and White Logo	9161605	9-Jun-10	31-Dec-10	Pure Power Technologies LLC
Pure Power Technologies, Inc.	United States	purePOWER Black and White Logo	4,703,938	26-Mar-10	17-Mar-15	Pure Power Technologies LLC
Pure Power Technologies, Inc.	EU	purePOWER Black and White Logo	9161944	9-Jun-10	31-Dec-10	Pure Power Technologies LLC

Trademarks sold, transferred, assigned, conveyed and delivered to Stanadyne Operating Company LLC:

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne LLC	China (People's Republic)	ECOFORCE	18448127	27-Nov-15	7-Jan-17	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne LLC	United States of America	ENABLING CLEAN PROPULSION THROUGH ENGINE INNOVATION	97/227,480	19-Jan-22		Stanadyne Operating Company LLC
Stanadyne LLC	Brazil	Miscellaneous Design	909132771	18-Mar-15	15-Aug-17	Stanadyne Operating Company LLC
Stanadyne LLC	Brazil	Miscellaneous Design	909132755	18-Mar-15	15-Aug-17	Stanadyne Operating Company LLC
Stanadyne LLC	European Union (Community)	Miscellaneous Design	014799985	16-Nov-15	11-Mar-16	Stanadyne Operating Company LLC
Stanadyne LLC	India	Miscellaneous Design	3100016	17-Nov-15	17-Nov-15	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	Miscellaneous Design	UK00003386686	26-Mar-19	14-Jun-19	Stanadyne Operating Company LLC
Stanadyne LLC	United States of America	Miscellaneous Design	4,844,674	9-Mar-15	3-Nov-15	Stanadyne Operating Company LLC
Stanadyne LLC	European Union (Community)	PENCIL NOZZLE	009652116	12-Jan-11	17-Jun-11	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	PENCIL NOZZLE	UK00909652116	12-Jan-11	17-Jun-11	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	PENCIL NOZZLE	UK00003386766	26-Mar-19	14-Jun-19	Stanadyne Operating Company LLC
Stanadyne LLC	United States of America	PENCIL NOZZLE	808,434	5-Nov-64	17-May-66	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne LLC	France	RSN	97661438	28-Jan-97	11-Jul-97	Stanadyne Operating Company LLC
Stanadyne LLC	Germany	RSN	396 20 803	6-May-96	17-Jan-97	Stanadyne Operating Company LLC
Stanadyne LLC	India	RSN	989931	13-Feb-01	9-Sep-05	Stanadyne Operating Company LLC
Stanadyne LLC	Italy	RSN	362017000079473	3-July-07	16-Apr-10	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	RSN	2070782	10-May-96	1-Nov-96	Stanadyne Operating Company LLC
Stanadyne LLC	United States of America	RSN	2,027,064	30-Jan-96	31-Dec-96	Stanadyne Operating Company LLC
Stanadyne LLC	Canada	S (Stylized)	TMA531,884	19-Nov-98	29-Aug-00	Stanadyne Operating Company LLC
Stanadyne LLC	China (People's Republic)	S (Stylized)	8824773	9-Nov-10	21-Nov-11	Stanadyne Operating Company LLC
Stanadyne LLC	Germany	S (Stylized)	399 00 686	8-Jan-99	2-Aug-99	Stanadyne Operating Company LLC
Stanadyne LLC	Italy	S (Stylized)	362019000005311	28-Jan-99	4-Jul-02	Stanadyne Operating Company LLC
Stanadyne LLC	Norway	S (Stylized)	202929	20-Dec-99	18-May-00	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	S (Stylized)	UK00002188085	8-Feb-99	5-Jan-00	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne LLC	Mexico	S and Design	650,698	12-Jan-99	18-Apr-00	Stanadyne Operating Company LLC
Stanadyne LLC	Australia	STANADYNE	A455323	14-Nov-86	14-Nov-86	Stanadyne Operating Company LLC
Stanadyne LLC	Australia	STANADYNE	A455321	14-Nov-86	14-Nov-86	Stanadyne Operating Company LLC
Stanadyne LLC	Austria	STANADYNE	116,315	8-Jan-87	25-Jun-87	Stanadyne Operating Company LLC
Stanadyne LLC	Benelux	STANADYNE	428873	10-Dec-86	20-Nov-87	Stanadyne Operating Company LLC
Stanadyne LLC	Brazil	STANADYNE	813459150	30-Apr-87	5-Sep-89	Stanadyne Operating Company LLC
Stanadyne LLC	Canada	STANADYNE	TMA332,257	25-Mar-86	25-Sep-87	Stanadyne Operating Company LLC
Stanadyne LLC	China (People's Republic)	STANADYNE	316438	3-Aug-87	20-Jun-88	Stanadyne Operating Company LLC
Stanadyne LLC	China (People's Republic)	STANADYNE	310536	3-Aug-87	20-Mar-88	Stanadyne Operating Company LLC
Stanadyne LLC	Finland	STANADYNE	116273	13-Mar-90	20-Jan-92	Stanadyne Operating Company LLC
Stanadyne LLC	France	STANADYNE	1384000	12-Dec-86	12-Dec-86	Stanadyne Operating Company LLC
Stanadyne LLC	Germany	STANADYNE	1 118 901	12-Jan-87	7-Mar-88	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne LLC	India	STANADYNE	471871	6-May-87	31-Aug-94	Stanadyne Operating Company LLC
Stanadyne LLC	India	STANADYNE	471873	6-May-87	13-May-93	Stanadyne Operating Company LLC
Stanadyne LLC	India	ECOFORCE	3100017	17-Nov-15		Stanadyne Operating Company LLC
Stanadyne LLC	Italy	STANADYNE	362016000126893	29-Dec-86	9-Jul-87	Stanadyne Operating Company LLC
Stanadyne Corporation (now known as Stanadyne LLC)	Japan	STANADYNE	1584035-2	18-Jun-73	27-Apr-83	Stanadyne Operating Company LLC
Stanadyne LLC	Korea, Republic of	STANADYNE	40-0164234	24-Apr-87	8-Dec-88	Stanadyne Operating Company LLC
Stanadyne LLC	Korea, Republic of	STANADYNE	40-0160389-01	24-Apr-87	7-Oct-88	Stanadyne Operating Company LLC
Stanadyne LLC	Norway	STANADYNE	140490	12-Dec-86	22-Feb-90	Stanadyne Operating Company LLC
Stanadyne Corporation (now known as Stanadyne LLC)	Russian Federation	STANADYNE	463733	27-Oct-10	6-Jun-12	Stanadyne Operating Company LLC
Stanadyne LLC	Spain	STANADYNE	1172558	15-Dec-86	18-Jun-90	Stanadyne Operating Company LLC
Stanadyne LLC	Spain	STANADYNE	1585349	17-Aug-90	5-Jul-93	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
Stanadyne Corporation (now known as Stanadyne LLC)	Sweden	STANADYNE	221325	9-Jan-87	1-Mar-91	Stanadyne Operating Company LLC
Stanadyne LLC	Taiwan	STANADYNE	398418	4-Sep-87	16-Apr-88	Stanadyne Operating Company LLC
Stanadyne LLC	Taiwan	STANADYNE	400029	4-Sep-87	1-May-88	Stanadyne Operating Company LLC
Stanadyne LLC	Thailand	STANADYNE	Kor296309	16-Aug-07	27-Apr-09	Stanadyne Operating Company LLC
Stanadyne LLC	Thailand	STANADYNE	Kor296308	16-Aug-07	27-Apr-09	Stanadyne Operating Company LLC
Stanadyne LLC	United Kingdom	STANADYNE	1295309	10-Dec-86	2-Dec-88	Stanadyne Operating Company LLC
Stanadyne Corporation (now known as Stanadyne LLC)	United States of America	STANADYNE	1,629,975	13-Nov-89	1-Jan-91	Stanadyne Operating Company LLC
Stanadyne Corporation (now known as Stanadyne LLC)	United States of America	STANADYNE	1,622,066	13-Nov-89	13-Nov-90	Stanadyne Operating Company LLC
Stanadyne LLC	China (People's Republic)	STANADYNE and Design	8824770	9-Nov-10	14-Jan-12	Stanadyne Operating Company LLC
Stanadyne Corporation	Russian Federation	STANADYNE and Design	463299	27-Oct-10	1-Jun-12	Stanadyne Operating Company LLC

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignee</u>
(now known as Stanadyne LLC)						
Stanadyne LLC	United States	STANADYNE START NOW	97/227,520	19-Jan-22		Stanadyne Operating Company LLC

TRADEMARK

REEL: 008153 FRAME: 0944