OP \$40.00 97912062

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM841888 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Electronic Industries, Inc.		08/11/2023	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	AMETEK Programmable Power, Inc.	
Street Address:	9250 Brown Deer Road	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97912062	RACKTANGLE

CORRESPONDENCE DATA

Fax Number: 6104070700

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.

Phone: 610-407-0700

Email: jfrankland@ratnerprestia.com

Correspondent Name: John W. McGlynn

Address Line 1: 2200 Renaissance Boulevard

Address Line 4: King of Prussia, PENNSYLVANIA 19406

NAME OF SUBMITTER:	John W. McGlynn	
SIGNATURE:	/jwm/	
DATE SIGNED:	09/26/2023	

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT – UEI US

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated August 11, 2023, is entered into by and among United Electronic Industries, Inc., a Massachusetts corporation ("UEI US"), United Electronic Industries GmbH, a company organized under the laws of Germany ("UEI Germany", and collectively with UEI US, the "Assignors" and each an "Assignor"), and AMETEK Programmable Power, Inc., a Delaware corporation (the "Assignee").

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), dated July 19, 2023, by and among the Assignors, the Assignee, the Shareholders, the Sellers' Representative, and the other parties thereto, the Assignors have sold, transferred, conveyed, assigned and delivered to the Assignee, free and clear of any Liens, all of their right, title and interest in, to and under the Owned Intellectual Property, and have agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

The Assignors hereby irrevocably sell, transfer, convey, assign and 1. deliver to the Assignee, free and clear of any Liens, all right, title and interest in, to and under (a) the copyrights included in the Owned Intellectual Property, including, without limitation, the copyright registrations and copyright applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, (b) all rights of any kind whatsoever of the Assignors accruing under such copyrights provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, renewal rights in respect of such copyrights and rights to obtain registrations of such copyrights in the United States and throughout the world, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing, and (d) 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, 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, all solely in the Assignee's name.

TRADEMARKS

The Assignors hereby irrevocably sell, transfer, convey, assign and deliver to the Assignee, free and clear of any Liens, all right, title and interest in, to and under (a) the trademarks included in the Owned Intellectual Property, including, without limitation, the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademarks, (b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, renewal rights in respect of the foregoing and rights to obtain registrations of the foregoing throughout the world, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the foregoing, and (d) 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, 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, all solely in the Assignee's name.

PATENTS

3. The Assignors hereby irrevocably sell, transfer, convey, assign and deliver to the Assignee, free and clear of any Liens, all right, title and interest in, to and under (a) the patents included in the Owned Intellectual Property, including, without limitation, the patents and patent applications set forth in Schedule I hereto, and all issuances, divisionals, continuations, continuations-in-part, reexaminations, extensions, reissues, and renewals thereof, (b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, rights to obtain patent or equivalent protection therein throughout the world, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) 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, 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, all solely in the Assignee's name.

DOMAIN NAMES

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4. The Assignors hereby irrevocably sell, transfer, convey, assign and deliver to the Assignee, free and clear of all Liens, all right, title and interest in and to (a) the domain names included in the Owned Intellectual Property, including, without limitation, the domain name registrations set forth in **Schedule** hereto, including the current registration thereof, and (b) all other rights of any kind whatsoever of the Assignors accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, all in Assignee's name.

FURTHER ASSURANCES

5. The Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Assignee. Following the Closing, the Assignors shall, and shall cause their Affiliates to, use reasonable best efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions hereof and consummate and make effective the transactions contemplated hereby, including the execution of any instruments and papers that are necessary or desirable, in the Assignee's sole discretion, to effect, consolidate, confirm, vest, perfect, and/or record the Assignee's, or any of Assignee's successor's thereto, full and complete ownership of the Owned Intellectual Property.

GENERAL

- 6. Complete Agreement. This IP Assignment and the Purchase Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Assignee and the Assignors with respect to the subject matter hereof and thereof. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this IP Agreement and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Acquired Asset (including the Owned Intellectual Property) shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 7. <u>Assignment</u>. This IP Assignment may be assigned by the Assignee in accordance with the Purchase Agreement, including Section 12.07 thereof. For the avoidance of doubt, following the Closing, the Assignee may freely assign this IP Assignment without the prior written consent of the Assignors.

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- 8. <u>Binding Effect</u>. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.
- 9. <u>No Amendment</u>. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.
- 10. <u>Governing Law</u>. This IP Assignment, and all claims or causes of action based upon, arising out of, or related to this IP Assignment or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.
- Severability. If any term or other provision of this IP Assignment is deemed by any court to be violative of Law or public policy and therefore invalid, illegal or incapable of being enforced, all other terms and provisions of this IP Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this IP Assignment is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this IP Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this IP Assignment are consummated as originally contemplated to the greatest extent possible.
- 12. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 1.03 of the Purchase Agreement shall apply to this IP Assignment.
- 13. <u>Counterparts; Execution by Electronic Means</u>. This IP Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one (1) and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

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IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNORS:

UNITED ELECTRONIC INDUSTRIES, INC.

By: DOCADOSBIFSMA23.

Name: Shaun Miller Title: President

UNITED ELECTRONIC INDUSTRIES GMBH

Name: Shaun Miller Title: Director

[Signature Page to Intellectual Property Assignment – UEI US]

ASSIGNEE:

AMETEK PROGRAMMABLE POWER, INC.

By: Kevin C. Coleman

Name: Kevin C. Coleman

Title: Treasurer

[Signature Page to Intellectual Property Assignment – UEI US]

SCHEDULE 1

Copyrights

1. None.

Trademarks

IP	Description	Owner	Jurisdiction	App. / Reg. #	Date of Application
Trademark	PowerDNA	UEI US	United States	Registration Number: 4065665	issued on December 6, 2011
Trademark	Power DAQ	UEI US	United States	Registration Number: 4065667	issued on December 6, 2011
Trademark	POWER	UEI US	United States	Registration Number: 4065666	issued on December 6, 2011
Trademark	UEILogger	UEI US	United States	Registration Number: 3452690	issued on June 24, 2008
Trademark	RACKTANGLE	UEI US	United States	Renewal Serial Number: 97912062	Renewal in process. Renewal Application filed on April 28, 2023

Patents

IP	Title	Owner	Jurisdiction of Issuance, Registration, or Application	Issuance, Registration or Application Number
Patent	1. Dynamically	UEI US	United States	Patent Number: 9015013
	powering a position and			Granted: April 21, 2015
	angle digital			
	detection and			Publication Number:
	simulation			20140114631

[Schedule 1 to Intellectual Property Assignment Agreement – UEI US]

		output.			Publication Date: April 24, 2014
Patent	2.	DYNAMICALL Y POWERING A POSITION AND ANGLE DIGITAL DETECTION AND SIMULATION OUTPUT	UEI US	United States	Patent Number: 8594981 Granted: Nov. 26, 2013 Publication Number: 20110227556 Publication Date: September 22, 2011
Patent	3.	Position and angle digital detection and simulation	UEI US	United States	Patent Number: 7957942 Granted: June 7, 2011 Publication Number: 20090319245 Publication Date: December 24, 2009
Patent	4.	Methods and apparatus to support acquisition of data	UEI US	United States	Patent Number: 7376760 Granted: May 20, 2008
Patent	5.	Methods and apparatus for performing data acquisition and control	UEI US	United States	Patent Number: 7284664 Granted: October 23, 2007
Patent	6.	Methods and apparatus for performing data acquisition and control	UEI US	United States	Patent Number: 7007107 Granted: February 28, 2006

Domain Names

Domain	Owner	Registrar
1. unitedelectronicindustries.com	UEI US	GoDaddy.com
2. ueilogger.com	UEI US	GoDaddy.com
3. ueigmbh.com	UEI US	GoDaddy.com
4. ueidaqnews2.com	UEI US	GoDaddy.com
5. ueidaqnews1.com	UEI US	GoDaddy.com
6. ueidaqnews.com	UEI US	GoDaddy.com
7. ueidaq.org	UEI US	GoDaddy.com
8. ueidaq.net	UEI US	GoDaddy.com
9. ueidaq.info	UEI US	GoDaddy.com

[Schedule 1 to Intellectual Property Assignment Agreement – UEI US]

10. ueidag.com	UEI US	GoDaddy.com
11. uei.services	UEI US	GoDaddy.com
12. simulatorio.com	UEI US	GoDaddy.com
13. racktangle.com	UEI US	GoDaddy.com
14. powerdnrracktangle.com	UEI US	GoDaddy.com
15. powerdnr.com	UEI US	GoDaddy.com
16. powerdna.ws	UEI US	GoDaddy.com
17. powerdna.net	UEI US	GoDaddy.com
18. powerdna.in	UEI US	GoDaddy.com
19. powerdna.com.tw	UEI US	GoDaddy.com
20. powerdna.com	UEI US	GoDaddy.com
21. powerdna.at	UEI US	GoDaddy.com
22. powerdaq.com	UEI US	GoDaddy.com
23. iocubes.com	UEI US	GoDaddy.com
24. dataacquisitiontechnology.com	UEI US	GoDaddy.com
25. ueidaq.fr	UEI US	GoDaddy.com
26. ueidaq.co.uk	UEI US	GoDaddy.com
27. powerdna.co.uk	UEI US	GoDaddy.com

 $[Schedule\ 1\ to\ Intellectual\ Property\ Assignment\ Agreement-UEI\ US]$

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RECORDED: 09/26/2023