

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM853599

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900810667		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schneider Electric USA, Inc.		10/30/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TES Electric US, LLC		
<b>Street Address:</b>	70 Mechanic Street		
<b>City:</b>	Foxboro		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02035		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1373597	HYDE PARK	
<b>Registration Number:</b>	1301377	MICROSONIC	
<b>Registration Number:</b>	2629562	MICROSONIC	
<b>Registration Number:</b>	0380106	PUMPTROL	
<b>Registration Number:</b>	1591738		
<b>Registration Number:</b>	1593876		
<b>Registration Number:</b>	1488239	SUPERPROX	
<b>Registration Number:</b>	2883584	SUPERPROX+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	nicole.linehan@se.com		
<b>Correspondent Name:</b>	Nicole L. Linehan		
<b>Address Line 1:</b>	800 Federal Street		
<b>Address Line 4:</b>	Andover, MASSACHUSETTS 01810		
<b>NAME OF SUBMITTER:</b>	Nicole L. Linehan		
<b>SIGNATURE:</b>	/nll/		

**DATE SIGNED:**

11/15/2023

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this “Trademark Assignment”), is made and entered into effective as of October 30, 2023 by and between Schneider Electric USA, Inc., a Delaware corporation (“SE USA”), and TES Electric US, LLC, a Delaware limited liability company (“TES US”), each a “Party” and together, the “Parties”. All capitalized terms used, but not defined, herein shall have the meanings set forth in the Business Transfer Agreement (as defined below).

WHEREAS, under the terms of that certain Business Transfer Agreement, dated as of September 1, 2023, by and between SE USA and TES US (the “Business Transfer Agreement”), SE USA has distributed, conveyed, assigned and transferred to TES US certain Intellectual Property assets of SE USA, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding Governmental Authorities in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (and without limiting the Business Transfer Agreement), SE USA (on behalf of itself and its Affiliates) hereby absolutely, irrevocably, and unconditionally distributes, conveys, assigns, and transfers to TES US (on behalf of itself and its successors and permitted assigns), and TES US hereby accepts, all of the entire worldwide right, title, and interest in and to the following (collectively, the “Assigned Trademark Rights”):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, associated with, or symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of SE USA accruing under any of the foregoing provided by applicable Laws of any jurisdiction, by international treaties and conventions, and otherwise 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 prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or other violation of any of the Assigned Trademarks and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by TES US for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Trademark Rights as fully and entirely as the same would have been held by SE USA had this assignment not been made.

2. Recordation and Further Actions. SE USA hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Authorities in any applicable jurisdictions to record and register this

Trademark Assignment upon request by TES US, to record TES US as the assignee and owner of the Assigned Trademarks, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in and to the name of TES US. Following the date hereof, upon TES US's reasonable request, SE USA shall take such steps and actions, and provide such cooperation and assistance to TES US and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to TES US, or any assignee or successor thereto.

3. Terms of the Business Transfer Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Business Transfer Agreement, to which reference is made for a further statement of the rights and obligations of SE USA and TES US with respect to the Assigned Trademarks. The representations, warranties, covenants and agreements contained in the Business Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Business Transfer Agreement and the terms hereof, the terms of the Business Transfer Agreement shall govern.

4. Counterparts. A signature page to this Agreement or any other document prepared in connection with the transactions contemplated hereby that contains a copy of a Party's signature and that is sent by such Party or its agent with the apparent intention (as reasonably evidenced by the actions of such Party or its agent) that it constitute such Party's execution and delivery of this Agreement or any such other document, including a document sent by facsimile transmission or by email in portable document format (pdf), shall have the same effect as if such Party had executed and delivered an original of this Agreement or any such other document. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any such other document, shall be disregarded in determining the Party's intent or the effectiveness of such signature.

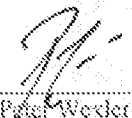
5. Binding Effect. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SCHNEIDER ELECTRIC USA, INC.

By:   
Name: Peter Weider  
Title: Senior Vice President

TES ELECTRIC US, LLC

By: \_\_\_\_\_  
Name: Mary Kibble  
Title: Secretary

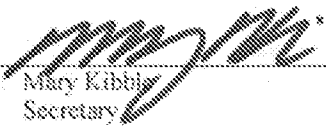
*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SCHNEIDER ELECTRIC USA, INC.

By: \_\_\_\_\_  
Name: Peter Wexler  
Title: Senior Vice President





TES ELECTRIC US, LLC

By:  \_\_\_\_\_  
Name: Mary Kibbi  
Title: Secretary

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE I**  
**ASSIGNED TRADEMARKS**

**Trademark Registrations:**

2. Trademark	Country	Filing Date	Application Number	Registration Date	Registration Number	Class
HYDE PARK	United States	1985-May-30	73/540,503	1985-Dec-03	1373597	9
MICROSONIC	Canada	1985-May-10	541746	1986-Aug-29	TMA317735	1; 9
MICROSONIC	Germany	1986-Sep-09	56631/9	1990-Mar-29	1156794	9
MICROSONIC	United Kingdom	1985-May-02	1241121	1985-May-02	1241121	9
MICROSONIC	United States	1983-Sep-14	73/443,620	1984-Oct-23	1301377	9
MICROSONIC	United States	1996-Aug-22	75/154518	2002-Oct-08	2629562	9
	Philippines	2008-Feb-27	4-2008-500141	2008-Jul-21	4-2008-500141	9
	United States	1940-Apr-03	71430338	1940-Aug-06	380106	9
 PUMP SWITCH SPRING ARRANGEMENT (design only)	United States	1988-Sep-19	73/752,622	1990-Apr-17	1591738	9
 PRESSURE SWITCH COVER (design only)	United States	1988-Sep-19	73/752,623	1990-May-01	1593876	9

<b>SUPERPROX</b>	European Union (*Covers all 27 Member Countries)	2000-May-05	1663053	2001-Jul-26	1663053	9
<b>SUPERPROX</b>	United Kingdom	2000-May-05	UK00901663053	2001-Jul-26	UK00901663053	9
<b>SUPERPROX</b>	United States	1987-Jun-08	73665372	1988-May-17	1488239	9
<b>SUPERPROX+</b>	United States	2002-Jun-19	76422674	2004-Sep-14	2883584	9

**Trademark Applications:** None