

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	New assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABB Asea Brown Boveri Ltd		07/03/2023	Limited Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	AcLeap Power Inc.		
Street Address:	No. 18, Sec. 2, Zhongyang S. Rd.		
Internal Address:	Beitou Dist		
City:	Taipei City		
State/Country:	TAIWAN		
Postal Code:	11203		
Entity Type:	Corporation: CHINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2800946	AUSTIN LYNX	
Registration Number:	5157429	BOOSTLYNX	
Registration Number:	4150788	DLYNX	
Registration Number:	2881913	GALAXY MILLENNIUM	
Registration Number:	5257286	INTEGRITAS	
Registration Number:	2496748	KS24194	
Registration Number:	3632265	NAOS RAPTOR	
Registration Number:	3796104	TLYNX	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	267-780-7030		
Email:	iptm@atllp.com, ebehm@atllp.com, mgnibus@atllp.com, ddiamondwood@atllp.com		
Correspondent Name:	Edward F.Behm,Jr./Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		

CH \$215.00 2800946

NAME OF SUBMITTER:	Edward F. Behm, Jr.
SIGNATURE:	/Edward F. Behm, Jr./
DATE SIGNED:	12/04/2023
Total Attachments: 7 source=Trademark Assignment Agreement [Executed]#page1.tif source=Trademark Assignment Agreement [Executed]#page2.tif source=Trademark Assignment Agreement [Executed]#page3.tif source=Trademark Assignment Agreement [Executed]#page4.tif source=Trademark Assignment Agreement [Executed]#page5.tif source=Trademark Assignment Agreement [Executed]#page6.tif source=Trademark Assignment Agreement [Executed]#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of July 3, 2023 (this “Trademark Assignment”), is by and between ABB Asea Brown Boveri Ltd, a corporation organized under the laws of Switzerland, (“Assignor”) and AcLeap Power Inc., a corporation organized under the laws of the Republic of China (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties” and individually as a “Party.” Capitalized terms which are used but not otherwise defined in this Trademark Assignment shall have the meaning ascribed to such terms in the IP Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the trademark registrations and trademark applications set forth on Schedule 1 hereto (the “Assigned Trademarks”);

WHEREAS, the Parties are party to that certain Intellectual Property Assignment Agreement, dated as of July 3, 2023 (the “IP Agreement”), pursuant to which Assignor is required to execute and deliver this Trademark Assignment evidencing and effecting the assignment, transfer, conveyance and delivery to Assignee of Assignor’s right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee desires to accept from Assignor the assignment, transfer, conveyance and delivery of all Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and in the IP Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee its entire worldwide right, title and interest in, to and under the Assigned Trademarks along with (i) all goodwill associated therewith or symbolized thereby; (ii) all rights and privilege arising under applicable law with respect to Assignor’s use of any of the Assigned Trademarks; and (iii) all rights of action pertaining to the Assigned Trademarks, including, without limitation, all rights in and to all causes of action (whether in law or in equity) with respect thereto, the right to sue, counterclaim, and recover for past, present and future infringement of the Assigned Trademarks or any rights relating to the Assigned Trademarks, the right to secure registration of the Assigned Trademarks and recordation of this Trademark Assignment, the right to initiate and prosecute proceedings before any Governmental Bodies with respect to the Assigned Trademarks, and the right to claim priority, file foreign counterparts, and any and all other proceeds of any of the foregoing, including, but not limited to, all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

Assignor hereby authorizes and request the Commissioner of Patents and Trademarks of the United States, and any official of any other jurisdiction or organization whose duty it is to issue trademarks, service marks, certification marks, trade dress, trade names, corporate or names to record this Trademark Assignment and to record Assignee as the assignee and owner of all right, title, and interest in and to the Assigned Trademarks.

The assignment and transfer granted pursuant to this Trademark Assignment is granted in conjunction with the rights granted to, and obligations of, the Parties pursuant to the IP Agreement, and the Parties hereby acknowledge and affirm that the rights, obligations and remedies of the Parties with respect to any rights in the trademarks made and granted hereby are more fully set forth in the IP Agreement. In the event that any provision of this Trademark Assignment is deemed to conflict with the IP Agreement, the provisions of the IP Agreement shall govern.

This Trademark Assignment and all claims or causes of action (whether in tort, contract or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Trademark Assignment. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

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IN WITNESS WHEREOF, each Party has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ABB ASEA BROWN BOVERI LTD

By: *Natasa Ribic*
Name: *Natasa Ribic*
Title: *Authorized Signatory*

By: *Henrik Tengvall*
Name: *Henrik Tengvall*
Title: *VP, M&A*

Address: ABB Asea Brown Boveri Ltd.
Affolternstrasse 44
8050 Zurich, Switzerland

[Signature Page to the Trademark Assignment Agreement]

AcLeap Power Inc.

By: 

Name: Jerry Hsu Chieh-Li

Title: Chairman

Address: No. 18, Sec. 2, Zhongyang S. Rd.

Beitou Dist., Taipei City 112030, Taiwan

(R.O.C.)

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008277 FRAME: 0350

Schedule 1
TRADEMARKS

Trademarks and trademark applications to the extent owned by the Trademark Assignor:

Mark	Country	Application Date	Application No.	Registration Date	Registration No.
AUSTIN LYNX	United States of America	2001-11-09	76336301	2003-12-30	2800946
BOOSTLYNX	China	2016-02-23	1293508	2016-02-23	1293508
BOOSTLYNX	Japan	2016-02-23	1293508	2016-02-23	1293508
BOOSTLYNX	United States of America	2015-12-15	86849685	2017-03-07	5157429
BOOSTLYNX	International	2016-02-23	1293508	2016-02-23	1293508
DLYNX	China	2010-06-09	8375869	2011-07-07	8375869
DLYNX	Japan	2010-06-08	2010-45163	2010-12-17	5376944
DLYNX	United States of America	2010-07-29	85095840	2012-05-29	4150788
DLYNX	European Union	2010-06-07	9155763	2013-12-19	9155763
DLYNX	United Kingdom	2010-06-07	UK00909155763	2013-12-19	UK00909155763
GALAXY MILLENIUM	Singapore	1998-08-24	T9808461Z	1998-08-24	T9808461Z
GALAXY MILLENNIUM	Malaysia	1998-08-07	98009262	1998-08-07	98009262
GALAXY MILLENNIUM	Mexico	1998-11-12	353901	1999-01-27	598806
GALAXY MILLENNIUM	United States of America	1998-07-09	75516479	2004-09-07	2881913
INTEGRITAS	Australia	2016-10-11	1323194	2016-10-11	1323194
INTEGRITAS	Brazil	2016-10-13	911761632	2018-06-19	911761632
INTEGRITAS	European Union	2016-10-11	1323194	2016-10-11	1323194
INTEGRITAS	Iraq	2016-11-15	73163		
INTEGRITAS	Kuwait	2016-10-20	184428		
INTEGRITAS	Mexico	2016-10-11	1833265	2016-10-11	1942635
INTEGRITAS	Oman	2016-10-11	1323194	2016-10-11	1323194

Mark	Country	Application Date	Application No.	Registration Date	Registration No.
INTEGRITAS	Saudi Arabia	2016-11-21	1438004308	2017-03-14	1438004308
INTEGRITAS	United States of America	2016-04-12	86972535	2017-08-01	5257286
INTEGRITAS	International	2016-10-11	1323194	2016-10-11	1323194
INTEGRITAS	Chile	2016-10-12	1225402	2017-09-28	1260077
INTEGRITAS	Canada	2016-10-12	1804369	2019-07-16	TMA1041464
INTEGRITAS	United Kingdom	2016-10-11	UK00801323194	2016-10-11	UK00801323194
INTEGRITAS	Mexico	2022-03-23	2717065	2022-07-20	2425809
KS24194	United States of America	1999-03-02	75651928	2001-10-09	2496748
LINEAGE	China	1987-06-25	312264	1988-04-20	312264
LINEAGE	Jamaica	1987-05-26	91048	1993-01-21	23590
LINEAGE	Malaysia	1987-06-09	87002308	1995-01-19	87002308
LINEAGE	Sweden	1987-05-04	1987/03499	1989-08-04	214432
LINEAGE	Taiwan	1987-09-12	76049323	1988-06-16	402081
LINEAGE	United Kingdom	1987-06-24	UK00001313919	1990-05-25	UK00001313919
LINEAGE	Brunei	1987-05-19	17416	1987-05-19	16405
NAOS RAPTOR	China	2007-09-30	6306094	2012-04-21	6306094
NAOS RAPTOR	China	2009-11-02	7801739	2014-04-14	7801739
NAOS RAPTOR	European Union	2007-10-11	6353957	2008-10-24	6353957
NAOS RAPTOR	United States of America	2007-10-08	77298230	2009-06-02	3632265
NAOS RAPTOR	United Kingdom	2007-10-11	UK00906353957	2008-10-24	UK00906353957
TLYNX	China	2007-09-30	6306093	2010-03-28	6306093
TLYNX	European Union	2007-10-11	6354054	2008-10-24	6354054

Mark	Country	Application Date	Application No.	Registration Date	Registration No.
TLYNX	Japan	2007-10-10	2007-104726	2008-08-15	5159925
TLYNX	United States of America	2007-10-08	77298227	2010-06-01	3796104
TLYNX	China	2019-08-21	40492652	2021-09-28	40492652
TLYNX	United Kingdom	2007-10-11	UK00906354054	2008-10-24	UK00906354054