

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BorgWarner Inc.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PHINIA Technologies Inc.		
Street Address:	3000 University Drive		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97744717	PHINIA	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	3125547973		
Email:	tc@pattishall.com,kjl@pattishall.com		
Correspondent Name:	Mr. Thad Chaloemtiarana		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	03817-00003		
NAME OF SUBMITTER:	Kimberly Lukavsky		
SIGNATURE:	Kimberly Lukavsky		
DATE SIGNED:	02/23/2024		
Total Attachments: 17			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY
ASSIGNMENT AND CONTRIBUTION AGREEMENT**

by and between

BORGWARNER INC.

and

PHINIA TECHNOLOGIES INC.

Dated as of June 30, 2023

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND CONTRIBUTION AGREEMENT ("Amended IP Assignment"), dated as of June 30, 2023 ("Effective Date"), is made by between BorgWarner Inc. ("BorgWarner" or "Assignor"), a Delaware corporation, in favor of PHINIA Technologies Inc., a Delaware corporation ("Assignee"). The Assignor and Assignee collectively referred to in this Amended IP Assignment as the "Parties".

WHEREAS, [REDACTED] PHINIA Inc. (and its Subsidiaries) ("SpinCo") [REDACTED]

WHEREAS, [REDACTED] BorgWarner and SpinCo desire to convey, transfer and assign certain intellectual property of Assignor, and have agreed to deliver this Amended IP Assignment, [REDACTED];

WHEREAS, Assignor wishes to assign all of Assignor's right, title and interest in and to the Acquired Rights (as defined herein) to Assignee as a contribution of capital from Assignor to Assignee ;

WHEREAS, Assignee wishes to accept such contribution and thereby acquire all of Assignor's right, title and interest in and to the Acquired Rights on the terms and conditions hereinafter set forth; and

WHEREAS, [REDACTED]

WHEREAS, pursuant to the foregoing, the Parties entered into the Intellectual Property Assignment Agreement, dated June 30, 2023 (the "Existing Agreement"); and

WHEREAS, the Parties hereby desire to amend and restate the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Separation Agreement and herein, and other good and valuable consideration, the Parties, intending to be legally bound, hereby amend and restate the Existing Agreement as follows:

1. Assignment; Contribution. Assignor hereby conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, as a contribution of capital from Assignor to Assignee for all legal, tax, accounting and other purposes (the "Contribution"), all of Assignor's right, title, and interest in and to the following assets and rights of Assignor, subject to existing

encumbrances and to the extent that such assets and rights are owned by Assignor or exist as of the Effective Date (collectively, the "Acquired Rights")

[REDACTED]

[REDACTED]

(b) the marks, names, trade dress, whether registered or unregistered, including the trademark rights described in and the registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; *provided* that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Separation Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

[REDACTED]

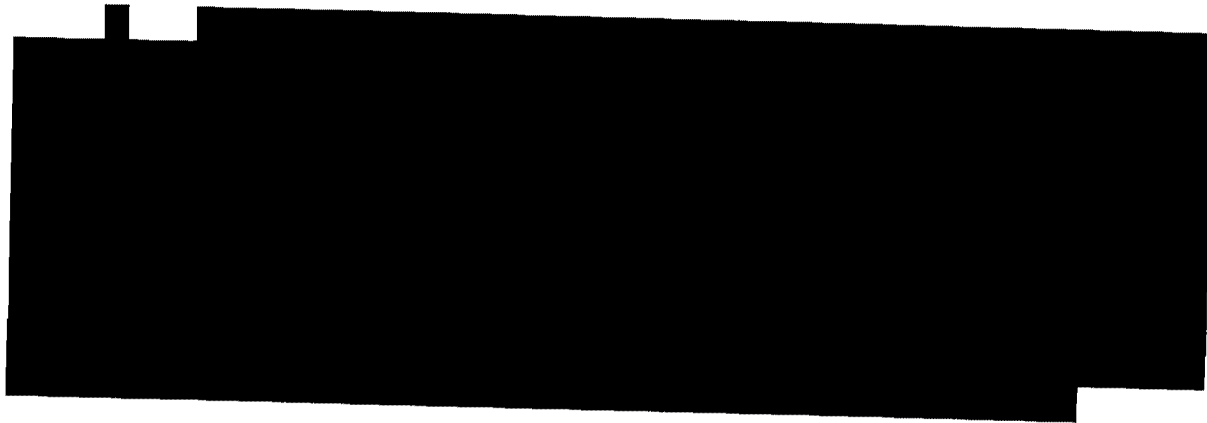
[REDACTED]

[REDACTED]

(f) 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.

2. [REDACTED]

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions anywhere in the world to record and register a redacted copy of this Amended IP Assignment upon request by Assignee. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee or necessary to confirm and perfect title in and to the Acquired Rights in Assignee, its successors and assigns. The parties agree that: (1) the attached Schedule(s) may be revised to include application(s) and/or registration(s) for one or more of the Acquired Rights inadvertently missing from the attached Schedule; (2) a schedule specific to a jurisdiction listing the Acquired Rights in the jurisdiction ("Jurisdiction Specific Schedule") may be substituted for the attached Schedule(s) for purposes of recording this Assignment in the jurisdiction; and (3) Acquired Rights that are not listed on the attached Schedule(s) may be included in a Jurisdiction Specific Schedule to account for application(s) and registration(s) inadvertently missing from the attached Schedule(s).



5. Counterparts. This Amended IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Amended IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amended IP Assignment.

6. Successors and Assigns. This Amended IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Amended IP Assignment and any disputes relating to, arising out of or resulting from this Amended IP Assignment, including to its execution, performance, or enforcement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof or of any other jurisdiction.

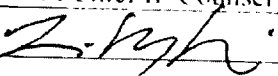
8. Date of Effectiveness; Limited Effect. This Amended IP Assignment will be effective as of the Effective Date of the Existing Agreement. On and after the Effective Date, each reference in the Separation Agreement, Existing Agreement, or related agreement to the "IP

Assignment" between Assignor and Assignee will mean and be a reference to the Existing Agreement as amended and restated by this Amended IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amended IP Assignment to be executed by their duly authorized representatives as of the Effective Date.

BorgWarner Inc. (ASSIGNOR)

Name Naomi Voegtli
Position VP, Chief IP Counsel
Signature 

PHINIA Technologies Inc. (ASSIGNEE)

Name _____
Position _____
Signature _____

IN WITNESS WHEREOF, the Parties have caused this Amended IP Assignment to be executed by their duly authorized representatives as of the Effective Date.

BorgWarner Inc. (ASSIGNOR)

Name Naomi Voegtli
Position VP, Chief IP Counsel
Signature _____

PHINIA Technologies Inc. (ASSIGNEE)

Name Robert W. Boyle
Position Director
Signature Robt Boyle

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Trademark	Country	App. No.	Filing Date	Status
PHINIA	Monaco	1/10/2023	37864	Registered
PHINIA	BES Islands (formerly Caribbean Netherlands)	1/12/2023	7407	Registered
PHINIA	Morocco	1/10/2023	248577	Registered
PHINIA	Norway	1/11/2023	202300518	Registered

Trademark Applications:

Trademark	Country	Filing Date	App. No.	Status
PHINIA	United States of America	1/6/2023	97/744717	Pending
PHINIA	New Zealand	1/10/2023	1228062	Pending
PHINIA	Nicaragua	1/10/2023	2023-000063	Pending
PHINIA	Saudi Arabia	1/25/2023	CI 12: 399938	Published
PHINIA	Albania	1/10/2023	AL/T/2023/12	Published
PHINIA	Algeria	1/11/2023	DZ/T/2023/000243	Pending
PHINIA	Angola	1/16/2023	CI 7: 76412	Pending
PHINIA	Angola	1/16/2023	CI 9: 76414	Pending
PHINIA	Angola	1/16/2023	CI 12: 76413	Pending
PHINIA	Anguilla	1/12/2023		Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Argentina	1/10/2023	CI 7: 4.208.047	Published
PHINIA	Argentina	1/10/2023	CI 9: 4.208.048	Published
PHINIA	Argentina	1/11/2023	CI 12: 4.208.049	Published
PHINIA	Armenia	1/11/2023	20230017	Pending
PHINIA	Australia	1/10/2023	2326887	Office Action Issued
PHINIA	Azerbaijan	1/11/2023	2023 00081	Accepted for examination
PHINIA	Bahrain	1/31/2023	CI 7: 138038	Office Action Issued
PHINIA	Bahrain	1/31/2023	CI 9: 138039	Published
PHINIA	Bahrain	1/31/2023	CI 12: 138040	Published
PHINIA	Barbados	1/11/2023		Pending
PHINIA	Belarus	1/10/2023	20230023	Pending
PHINIA	Belize	1/11/2023	18495.23	Pending
PHINIA	Bolivia	1/10/2023	CI 7: SM-175-2023	Pending
PHINIA	Bolivia	1/10/2023	CI 9: SM-174-2023	Published
PHINIA	Bolivia	1/10/2023	CI 12: SM-173-2023	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Bosnia and Herzegovina	1/9/2023	BAZ2324750A	Pending
PHINIA	Brazil	1/9/2023	CI 7: 929114094	Published
PHINIA	Brazil	1/9/2023	CI 9: 929114132	Published
PHINIA	Brazil	1/9/2023	CI 12: 929114183	Published
PHINIA	Cambodia	1/24/2023	106590	Pending
PHINIA	Canada	1/9/2023	2,232,577	Pending
PHINIA	Chile	1/10/2023	1530131	Office Action Issued
PHINIA	China (People's Republic)	1/12/2023	CI 7: 69203268	Office Action Issued
PHINIA	China (People's Republic)	1/12/2023	CI: 9 69207235	Office Action Issued
PHINIA	China (People's Republic)	1/12/2023	CI: 12 69210593	Office Action Issued
PHINIA	Colombia	1/10/2023	SD2023/0001320	Pending
PHINIA	Costa Rica	1/11/2023	2023-000142	Published
PHINIA	Cuba	1/10/2023	2023-0012	Pending
PHINIA	Curacao	3/23/2023	n/a	Pending
PHINIA	Dominica	2/17/2023	28/2023	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Dominican Republic	1/10/2023	2023-1291	Published
PHINIA	Ecuador	1/12/2023	CI 7: 2023-2738	Published
PHINIA	Ecuador	1/12/2023	CI 9: 2023-2710	Published
PHINIA	Ecuador	1/12/2023	CI: 12 2023-2708	Published
PHINIA	Egypt	1/10/2023	495805	Pending
PHINIA	El Salvador	1/11/2023	20230351249	Pending
PHINIA	European Union (EUIPO)	1/9/2023	18821137	Office Action Issued
PHINIA	Georgia	1/10/2023	AM 121132	Pending
PHINIA	Ghana	1/19/2023	CI: 7 1452023	Pending
PHINIA	Ghana	1/19/2023	CI 9: 1462023	Pending
PHINIA	Ghana	1/19/2023	CI: 12 1472320	Pending
PHINIA	Grenada	1/12/2023		Pending
PHINIA	Guatemala	1/11/2023	CI 7: 2023-000315	Published
PHINIA	Guatemala	1/11/2023	CI 9: 2023-000316	Pending
PHINIA	Guatemala	1/11/2023	CI 12: 2023-000314	Pending
PHINIA	Haiti	1/31/2023		Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Honduras	1/10/2023	CI 7: 2023-000169	Pending
PHINIA	Honduras	1/10/2023	CI 9: 2023-000170	Pending
PHINIA	Honduras	1/10/2023	CI 12: 2023-000171	Pending
PHINIA	Hong Kong	1/11/2023	306148675	Pending
PHINIA	Iceland	1/9/2023	V0128967	Pending
PHINIA	India	1/9/2023	5756156	Pending
PHINIA	Indonesia	2/7/2023		Pending
PHINIA	Iran (Islamic Republic of)	2/7/2023	140150140001089000	Pending
PHINIA	Israel	1/10/2023	359978	Pending
PHINIA	Japan	1/10/2023	2023-001489	Pending
PHINIA	Jordan	1/10/2023		Pending
PHINIA	Jordan	1/10/2023		Pending
PHINIA	Jordan	1/10/2023		Pending
PHINIA	Kazakhstan	1/10/2023	113645	Published
PHINIA	Kenya	1/16/2023	126011	Pending
PHINIA	Korea, Republic of	1/10/2023	40-2023-0005144	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Kosovo	1/10/2023	KS/M/2023/000012	Pending
PHINIA	Kuwait	1/11/2023	CI 7: 2023/000316	Accepted and Published
PHINIA	Kuwait	1/11/2023	CI 9: 2023/000311	Accepted and Published
PHINIA	Kuwait	1/11/2023	CI 12: 2023/000315	Accepted and Published
PHINIA	Kyrgyzstan	1/11/2023	20230004	Pending
PHINIA	Laos	1/24/2023	47887	Pending
PHINIA	Malaysia	1/10/2023	TM2023000735	Pending
PHINIA	Mexico	1/10/2023	CI 7: 2873092	Pending
PHINIA	Mexico	1/10/2023	CI 9: 2873094	Office Action Issued
PHINIA	Mexico	1/10/2023	CI 12: 2873096	Pending
PHINIA	Moldova	1/11/2023	51009	Pending
PHINIA	Mongolia	1/11/2023	MN 40-2023-0032489	Published
PHINIA	Nigeria	1/11/2023	CI 7: F/TM/O/2023/92451	Pending
PHINIA	Nigeria	1/11/2023	CI 9: F/TM/O/2023/92456	Pending
PHINIA	Nigeria	1/11/2023	CI 12: F/TM/O/2023/92464	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	North Macedonia	1/10/2023	TM-2023/18	Pending
PHINIA	Oman	1/10/2023	CI 7: 161103	Published
PHINIA	Oman	1/10/2023	CI 9: 161107	Published
PHINIA	Oman	1/10/2023	CI 12: 161112	Published
PHINIA	Pakistan	1/10/2023	CI 7: 691276	Pending
PHINIA	Pakistan	1/10/2023	CI 9: 691270	Pending
PHINIA	Pakistan	1/10/2023	CI 12: 691272	Pending
PHINIA	Panama	1/10/2023	301354-01	Pending
PHINIA	Paraguay	1/11/2023	CI 7: 2301729	Pending
PHINIA	Paraguay	1/11/2023	CI 9: 2301731	Pending
PHINIA	Paraguay	1/11/2023	CI 12: 2301733	Pending
PHINIA	Peru	1/11/2023	1454	Published
PHINIA	Philippines	1/9/2023	42023500465	Pending
PHINIA	Puerto Rico	1/10/2023	CI 7: 251550-07-0	Pending
PHINIA	Puerto Rico	1/10/2023	CI 9: 251550-09-0	Pending
PHINIA	Puerto Rico	1/10/2023	CI 12: 251550-12-0	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Russian Federation	1/11/2023	2023700685	Office Action Issued
PHINIA	Saudi Arabia	1/25/2023	CI 7: 399925	Published
PHINIA	Saudi Arabia	1/25/2023	CI 9: 399936	Published
PHINIA	Serbia	1/10/2023	Z-2023/0024	Accepted and Published
PHINIA	Singapore	1/9/2023	40202300769P	Pending
PHINIA	South Africa	1/10/2023	CI 7: 2023/00715	Pending
PHINIA	South Africa	1/10/2023	CI 9: 2023/00716	Pending
PHINIA	South Africa	1/10/2023	CI 12: 2023/00717	Pending
PHINIA	Sri Lanka	1/10/2023	CI 7: 276961	Pending
PHINIA	Sri Lanka	1/10/2023	CI 9: 276963	Pending
PHINIA	Sri Lanka	1/10/2023	CI 12: 276964	Pending
PHINIA	St. Kitts and Nevis	1/31/2023		Pending
PHINIA	St. Lucia	1/12/2023		Pending
PHINIA	St. Maarten	1/12/2023		Pending
PHINIA	St. Vincent and the Grenadines	1/12/2023	5.2023	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	Switzerland	1/10/2023	00279/2023	Pending
PHINIA	Taiwan	1/11/2023	112002081	Pending
PHINIA	Tajikistan	1/11/2023	23017913	Pending
PHINIA	Thailand	1/10/2023	230100959	Pending
PHINIA	Tunisia	1/10/2023	T/NE/2023-0005	Pending
PHINIA	Turkey	1/10/2023	2023/003381	Office Action Issued
PHINIA	Turkey	3/1/2023	2023/026051	Pending
PHINIA	Turkish Republic of Northern Cyprus	1/24/2023		Pending
PHINIA	Turkish Republic of Northern Cyprus	1/24/2023		Pending
PHINIA	Turkish Republic of Northern Cyprus	1/24/2023		Pending
PHINIA	Turkmenistan	1/10/2023	2023.0022	Pending
PHINIA	Ukraine	1/10/2023	m 2023 00294	Pending
PHINIA	United Arab Emirates	1/11/2023	CI 7: 390361	Pending
PHINIA	United Arab Emirates	1/11/2023	CI 9: 390363	Pending

Trademark	Country	Filing Date	App. No.	Status
PHINIA	United Arab Emirates	1/11/2023	CI 12: 390364	Pending
PHINIA	United Kingdom	1/9/2023	UK00003865893	Office Action Issued
PHINIA	United States of America	1/6/2023	97/744717	Pending
PHINIA	Uruguay	1/11/2023	546.545	Pending
PHINIA	Uzbekistan	1/10/2023	MGU 20230111	Pending
PHINIA	Venezuela	1/11/2023	301-2023	Pending
PHINIA	Vietnam	1/10/2023	4-2023-00980	Pending