

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEHR THERMOT-TRONIK GMBH		06/10/2009	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	VERNET		
Street Address:	21-27 Route D' Arpajon, Ollainville B.P. 31		
City:	91291 Arpajon Cedex		
State/Country:	FRANCE		
Entity Type:	Société Anonyme (Joint stock company): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2199205	THERMAQUA-SENSOR	
CORRESPONDENCE DATA			
Fax Number:	7036850573		
<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:	(703) 521-2297		
Email:	trademarks@young-thompson.com		
Correspondent Name:	Rebecca Gan		
Address Line 1:	209 Madison Street, Suite 500		
Address Line 2:	YOUNG & THOMPSON		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0567-MISC		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Gan		
Address Line 1:	209 Madison Street, Suite 500		
Address Line 2:	YOUNG & THOMPSON		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Rebecca Gan		
SIGNATURE:	/rgan/		
DATE SIGNED:	08/01/2014		

OP \$40.00 2199205

Total Attachments: 10

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Asset Purchase Agreement/ 10 June 2009
(Final version)

Asset Purchase Agreement

1. **Behr Thermot-tronik GmbH,**
Enzstraße 25 – 35, 70806 Kornwestheim
- hereinafter also referred to as „BTT” –
2. **Behr Thermot-tronik GmbH Berga,**
Eichenweg 2, 06536 Berga
- hereinafter also referred to as „BTT BERGA” -
- BTT and BTT BERGA jointly referred to also as
„SELLERS” -

The SELLERS acting jointly and severally under the present agreement, in particular for purposes of Clause 18 and 19 hereunder

And

3. **Vernet,**
A *société anonyme* governed by the laws of France, having its registered office at 21-27 Route D'Arpajon, Ollainville B.P. 31, 91291 Arpajon Cedex, France, and registered with the commercial court of Evry under n° 308 528 827
- hereinafter also referred to as „BUYER” –
and only with regard to Clauses 23, 24, 25 and 31 of this Agreement
4. **Behr GmbH & Co. KG, Mauserstraße 3, 70469 Stuttgart**

hereinafter referred to as the “SELLER'S PARENT COMPANY”

and – only with regard to Clauses 23, 24, 29.6 and 31 of this Agreement -

5. Behr Thermo-tronik Italia S.p.A.,

Via Leonardo Da Vinci, 32, 10095 Grugliasco (TO), Italia

- hereafter also referred to as „BT ITALIA“

Final Version 14.9 vom 10.06.2009

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TRADEMARK

REEL: 005334 FRAME: 0700

Preamble

1. BTT is a German limited liability company (GmbH) domiciled in Kornwestheim (Germany) and registered in the commercial register for the Local Court of Stuttgart under HRB 200474.
2. BTT BERGA is a German limited liability company (GmbH) domiciled in Berga and registered in the commercial register for the Local Court of Stendal under HRB 204405.
3. The BUYER is a French *société anonyme* domiciled in 21-27 Route D'Arpajon, Ollainville B.P. 31, 91291 Arpajon Cedex, France and registered in the commercial register of Evry under n° 308 528 827
4. BTT ITALIA is an Italian limited liability company domiciled in Torino and registered in the Commercial Register of Torino under REA 428399. BTT holds 50 per cent of the shares of BTT ITALIA.
5. The SELLER'S PARENT COMPANY is German limited partnership (GmbH & Co KG) domiciled in Stuttgart and registered in the commercial register for the Local Court of Stuttgart under HRA 2257.

7. Trademarks

- 7.1 The SELLERS hereby sell to the BUYER, with effect from the CLOSING DATE the national, IR and Community trademarks listed in Annex 7.1 (hereinafter: "DOMESTIC APPLICATIONS MARKS").
- 7.2 The SELLERS undertake to deliver on the CLOSING DATE to the BUYER the original documents in direct or indirect possession of the SELLERS or third party on behalf of the SELLERS of the DOMESTIC APPLICATIONS MARKS and copies of any material correspondence with the corresponding offices and to transfer title thereto. To the extent the SELLERS are not in direct possession of the relevant documents the SELLERS transfer their claim against the third party being in direct possession to surrender the possession to the BUYER.

31. Condition Precedent, Final Provisions

- 31.1 This Agreement together with all Annexes shall only become valid, upon signature by all five parties.
- 31.2 This Agreement together with all Annexes contains the entirety of the agreement and the declarations by the parties in respect of the acquisition and transfer of the DOMESTIC APPLICATIONS DIVISION. All agreements made by the parties prior to the conclusion of this Agreement shall become obsolete and be replaced by the conclusion of this Agreement.
- 31.3 Any amendments and additions to this Agreement must be made in writing with an express reference to this Agreement except where further formal requirements must be observed. This shall apply also to the amendment or cancellation of this written-form clause itself.
- 31.4 This Agreement shall be governed by the law of the Federal Republic of Germany excluding private international law as well as UN Convention on Contracts

Final Version 14.9 vom 10.06.2009

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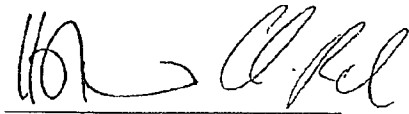
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for the International Sale of Goods.

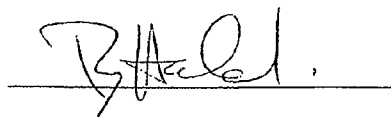
- 31.5 The exclusive place of jurisdiction for disputes arising under or in connection with this Agreement is – to the extent legally admissible – Frankfurt.
- 31.6 Should any provision of this Agreement be or become entirety or partly invalid, the validity of the remaining provisions shall not be affected thereby. The invalid, ineffective or impracticable provision shall be replaced by a valid and practicable provision which most effectively serves the economic purpose pursued by the parties in concluding this Agreement. The same shall apply to any gap in this Agreement.

Stuttgart, 10.06.2009



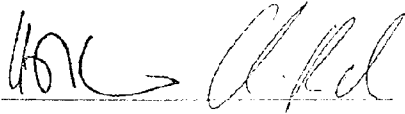
Behr Thermot-tronik GmbH
(represented by Christian Reh
and Thomas Holzbaaur)

Stuttgart, 10.06.2009



Vernet S.A.
(represented by Benoit Halard)

Stuttgart, 10.06.2009

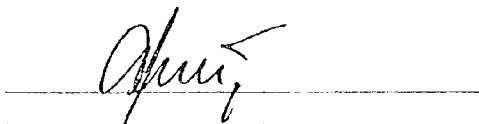


Behr Thermot-tronik GmbH Berga
(represented by Christian Reh
and Thomas Holzbaur)

Stuttgart,

Behr Thermot-tronik Italia S.p.A.
(represented by Thomas
Holzbaur, empowered by a board
resolution as attached as
Annex.Signature1)

Stuttgart, 10.06.2009



Behr GmbH & Co. KG
(represented by Dr. Andreas Zweig
by Power of Attorney
attached as Annex.Signature2)



Trademark „THERMAQUA“
 Trademark Owner: Behr Thermot-tronik

Trademark	Application Number:	Registration Number:	Internal BEHR reference:	Classes	Filed on	Registered on	Country	Next renewal due on:
THERMAQUA	395 48 131.7	395 48 131.7	M-95-T-01	11	25.11.1995	20.08.1996	DE	30.11.2015
THERMAQUA	670 532	670 532	M-95-T-01 WO	11	20.08.1996	24.04.1997	AT, BX, CN, HR, CZ, FR, IT, PT, RO, RU, SK, ES, CH, YU, FI, NO, SE, GB	20.08.2016
THERMAQUA	8-54259	4451371	M-95-T-01 JP	11	23.03.2001	23.03.2001	JP	23.03.2011
THERMAQUA	2007-20369 (formerly: 96-021645)	(formerly: 387307)	M-95-T-01 KR	9 (formerly: 94)	17.12.2007 (formerly: 23.05.1996)	(formerly: 22.12.1997)	KR	17.12.2017
THERMAQUA-SENSOR	395 48 132.5	395 48 132	M-95-T-02	11	25.11.1995	17.06.1996	DE	30.11.2015
THERMAQUA-SENSOR	670 531	670 531	M-95-T-02 WO	11	20.08.1996	24.04.1997	AT, BX, CN, HR, CZ, FR, IT, PL, PT, RO, RU, SK, ES, YU DK, FI, NO, SE, GB	20.08.2016

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THERMAQUA- SENSOR	8-54260	4461372	M-95-T-02 JP	11	21.05.1996	23.03.2001	JP	23.03.2011
THERMAQUA- SENSOR	2007-20370 (formerly: 96- 021546)	387 313	M-95-T-02 KR	9 (formerly: 34)	17.12.2007 (formerly: 23.05.1996)	22.12.1997	KR	22.12.2017
THERMAQUA- SENSOR	75/105126	2.199.205	M-95-T-02 US	9	16.05.1996	27.10.1998	US	27.10.2018
THERMAQUA PLUS	304 10 590	304 10 590	M-04-T-01	9, 11, 37	24.02.2004	21.06.2004	DE	24.02.2014
THERMAQUA PLUS	003983152	003983152	M-04-T-01 EU	9, 11, 37	12.08.2004	22.11.2006	EU	12.08.2014
THERMAQUA PLUS	667 268	667 268	M-04-T-01 WO	9, 11, 37	18.08.2004	24.11.2005	CH, CN, JP, KR, RU, UA	18.08.2014
THERMAQUA SMART	307 04 465.3	307 04 465	M-07-T-01	7, 9, 11, 37	19.01.2007	12.10.2007	DE	19.01.2017
THERMAQUA SMART	006162952	006162952	M-07-T-01 EU	7, 11, 37	25.07.07	29.07.2008	EU	25.07.2017
THERMAQUA BASIC	307 04 466.1	307 04 466	M-07-T-02	7, 9, 11, 37	19.01.2007	12.10.2007	DE	19.01.2017
THERMAQUA BASIC	006162961	006162961	M-07-T-02 EU	7, 11, 37	25.07.07	26.08.2008	EU	25.07.2017
THERMAQUA COMPACT	307 04 468.8	307 04 468	M-07-T-03	7, 9, 11, 37	19.01.2007	12.10.2007	DE	19.01.2017

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 A signature or set of initials is written horizontally at the bottom right of the page.

THERMAQUA COMPACT	006162879	006162879	M-07-T-03 EU	7, 11, 37	25.07.07	29.07.2008	EU	25.07.2017
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Encl.
List of abbreviations

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