TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM393491

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
Schneider Electric Mobility NA, Inc.		04/08/2016	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Kapsch TrafficCom AG	
Street Address:	Am Europlatz 2	
City:	Wien	
State/Country:	AUSTRIA	
Postal Code:	1120	
Entity Type:	Corporation: AUSTRIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1664904	MIST

CORRESPONDENCE DATA

Fax Number: 5168223582

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: 516.822.3550

gthdocket@hbiplaw.com Email: Glenn T. Henneberger **Correspondent Name:** Address Line 1: 6900 Jericho Turnpike

Address Line 2: Suite 200

Address Line 4: Syosset, NEW YORK 11791

ATTORNEY DOCKET NUMBER: 1479-176

DOMESTIC REPRESENTATIVE

Name: Glenn T. Henneberger Address Line 1: 6900 Jericho Turnpike

Address Line 2: Suite 200

900373303

Address Line 4: Syosset, NEW YORK 11791

NAME OF SUBMITTER:	Glenn T. Henneberger
SIGNATURE:	/glenn t henneberger/

TRADEMARK REEL: 005846 FRAME: 0665 Total Attachments: 4
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source=Assignment_fr_Schneider_Electric_Mobility_NA_Inc__to_Kapsch_TrafficCom_AG#page2.tif
source=Assignment_fr_Schneider_Electric_Mobility_NA_Inc__to_Kapsch_TrafficCom_AG#page3.tif
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TRADEMARK REEL: 005846 FRAME: 0666

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of April 8, 2016 (the "Effective Date") by and between Schneider Electric Mobility NA, Inc., a corporation organized under the laws of Michigan having its, and Kapsch TrafficCom AG, a company organized under the laws of Austria having its company address at Am Europlatz 2, 1120 Wien, Austria ("Assignee"). This Agreement is being entered into pursuant to that certain Master Purchase Agreement, dated December 14, 2015, by and between Assignor and Assignee (the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the trademark registrations and applications listed on Schedule A ("the Trademarks") attached hereto (which is incorporated into and made a part of this Agreement), together with all of the goodwill associated with the foregoing, and all rights to sue, make claims, and recover any remedy for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages or recover any remedy with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns and Assignee accepts such assignment in the scope as set out herein.

Further Assurances. Assignor shall take all actions and execute and deliver such other documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in, to and under the Trademarks, including, without limitation, entering into individual Trademark assignment agreements for the purposes of evidencing and recording Assignee's rights in the Trademarks.

Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and performed entirely in New York, without regard to any Law that would result in the application of the Laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied to this Agreement.

<u>Jurisdiction</u>. The choice of jurisdiction pursuant to Clause 12.13 of the Purchase Agreement shall apply to any claim, dispute or controversy arising out of or in connection with or relating to the interpretation or enforcement of this Agreement.

Miscellaneous. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR

Schneider Electric Mobility NA, Inc.

Name:

Name: Alfredo Escriba Title: President

By:

Name: Michael Hofer

Title: CFO

ASSIGNEE

Kapsch TrafficCom AG

Title: Georg Kapsch

By:___

Tirlex

SCHEDULE A

TRADEMARK	COUNTRY	REGISTRATION#
MIST	United States	1664904

TRADEMARK REEL: 005846 FRAME: 0670

RECORDED: 08/02/2016