

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eaton Corporation		07/28/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Eaton Cummins Automated Transmission Technologies LLC		
Street Address:	301 E. Market St.		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86912071	ENDURANT	
Registration Number:	5096371	PROCISION	
Registration Number:	4998759	PROCISION	
CORRESPONDENCE DATA			
Fax Number:	4405233432		
<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:	4405234132		
Email:	trademarks@eaton.com		
Correspondent Name:	Bradley J. Diedrich		
Address Line 1:	1000 Eaton Boulevard		
Address Line 4:	Cleveland, OHIO 44122		
NAME OF SUBMITTER:	Bradley J. Diedrich		
SIGNATURE:	/Bradley J. Diedrich/		
DATE SIGNED:	08/02/2017		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of July 28, 2017 (the “Effective Date”) by and between Eaton Corporation, an Ohio corporation (“Assignor”) and Eaton Cummins Automated Transmission Technologies LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to in this Agreement as a “Party” and are collectively referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, pursuant to that certain Contribution and Equity Purchase Agreement, dated as of April 9, 2017, by and among Assignor, Assignee and the other parties thereto (the “Contribution Agreement”), the parties to the Contribution Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the domain names, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) and patents and patent applications set forth on Attachment A attached hereto (the “Assigned IP”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor’s right, title and interest in and to the Assigned IP, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the trademarks are used as well as all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. 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 Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, together with the Contribution Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Contribution Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the

benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware (without giving effect to any principles of conflicts of law that would result in the application of the laws of any other jurisdiction).

6. Dispute Resolution. Any dispute relating to, or arising out of, any provision of this Agreement shall be resolved in accordance with Section 10.8 of the Contribution Agreement and Section 10.9 of the Contribution Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. Delivery of an executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement. Facsimile or e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. Contribution Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Contribution Agreement or any liability or obligation of the Assignor or Assignee arising under the Contribution Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

EATON CORPORATION

By: Jason A. Dougher

Name: Jason A. Dougher

Title: Authorized Representative

And By: Mary E. Huber

Name: Mary E. Huber

Title: Authorized Representative

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 25th day of July before me, the undersigned, personally appeared Joann Waugher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

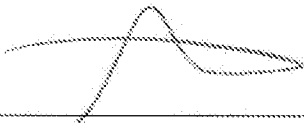
On this 25th day of July before me, the undersigned, personally appeared Mary E. Waugher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

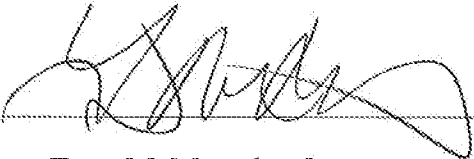
ASSIGNEE:

**EATON CUMMINS AUTOMATED TRANSMISSION
TECHNOLOGIES LLC**

By:  _____

Name: Lizbeth L. Wright

Title: Assistant Secretary of Eaton Corporation,
Member of the Assignee

And By:  _____

Name: Trent M. Meyerhoefer

Title: Senior Vice President – Treasury of Eaton Corporation
Member of the Assignee

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Lizbeth L. Wright, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Trent M. Meyerhoefer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

Attachment A

1. Domain Names

Domain
www.provingprecision.com
www.eatoncumminsju.com

2. Trademark Registrations and Applications

Trademark	Country	Application Number	Registration Number
ENDURANT	United States	86/912071	
PRECISION	United States	86/637176	5096371
PRECISION	Brazil	908304382	
PRECISION	Canada	1694187	TMA933109
PRECISION	China P.R.	19423168	
PRECISION	United States	86/274221	4998759
PRECISION	European Union	13263331	13263331

3. Patents and Patent Applications¹

Title	Country	Patent, Application or Publ. Number
Method of detecting false neutral in an automated transmission system	WO	PCT/EP03/06422
Method of detecting false neutral in an automated transmission system	AU	AU Pat. 2003242725
Method of detecting false neutral in an automated transmission system	Brazil	20030312180
Method of detecting false neutral in an automated transmission system	Brazil	BR Pat. PI0312180
Method of detecting false neutral in an automated transmission system	China	2003814040
Method of detecting false neutral in an automated transmission system	China	CN Pat. 100357638
Method of detecting false neutral in an automated transmission system	EPO	EP1514041

¹ In case of inaccuracies in the titles, or conflicts between the titles and the numbers, the numbers control.

Title	Country	Patent, Application or Publ. Number
Method of detecting false neutral in an automated transmission system	Germany	60307841.9
Method of detecting false neutral in an automated transmission system	Mexico	PA04012902
Method of detecting false neutral in an automated transmission system	Mexico	MX Pat. 257042
Method of detecting false neutral in an automated transmission system	Poland	PL373378
Method of detecting false neutral in an automated transmission system	Poland	PL Pat. 214408
Method of detecting false neutral in an automated transmission system	Spain	ES2270097
Method of detecting false neutral in an automated transmission system	Sweden	EP1514041
Method of detecting false neutral in an automated transmission system	U.K.	EP1514041
Method of detecting false neutral in an automated transmission system	U.S.	US7255019
Selector mechanism for dual-clutch transmissions	U.S.	US7861613
Dual clutch transmission with multiple range gearing	Austria	AT552443
Dual clutch transmission with multiple range gearing	EPO	EP2126412
Dual clutch transmission with multiple range gearing	France	EP2126412
Dual clutch transmission with multiple range gearing	Germany	602008014604.9
Dual clutch transmission with multiple range gearing	Italy	EP2126412
Dual clutch transmission with multiple range gearing	Netherlands	EP2126412
Dual clutch transmission with multiple range gearing	Sweden	EP2126412
Dual clutch transmission with multiple range gearing	U.K.	EP2126412
Dual clutch transmission with multiple range gearing	U.S.	US8230753
Dual clutch transmission with multiple range gearing	EPO	EP2444697
Dual clutch transmission with multiple range gearing	Germany	602008029878.7
Dual clutch transmission with multiple range gearing	Sweden	EP2444697

Title	Country	Patent, Application or Publ. Number
Dual clutch transmission with multiple range gearing	U.K.	EP2444697
Dual clutch transmission with multiple range gearing	WO	PCT/IB08/0244
Dual clutch transmission with multiple range gearing	U.S.	US7621839
Dual clutch transmission with multiple range gearing	U.S.	US7913581
Multiple-ratio dual clutch vehicle transmission	EPO	EP2273153
Multiple-ratio dual clutch vehicle transmission	Germany	602010005550.7
Multiple-ratio dual clutch vehicle transmission	Sweden	EP2273153
Multiple-ratio dual clutch vehicle transmission	U.K.	EP2273153
Multiple-ratio dual clutch vehicle transmission	EPO	EP2126411
Multiple-ratio dual clutch vehicle transmission	France	EP2126411
Multiple-ratio dual clutch vehicle transmission	Germany	602008018710.1
Multiple-ratio dual clutch vehicle transmission	Italy	EP2126411
Multiple-ratio dual clutch vehicle transmission	Netherlands	EP2126411
Multiple-ratio dual clutch vehicle transmission	Sweden	EP2126411
Multiple-ratio dual clutch vehicle transmission	U.K.	EP2126411
Multiple-ratio dual clutch vehicle transmission	WO	PCT/IB08/00241
Multiple-ratio dual clutch vehicle transmission	U.S.	US7587957
Powertrain for an automotive vehicle with multiple-ratio gearing and a dual power input clutch	U.S.	US8479604
Ternary sensor inputs	U.S.	US8204712
Hydraulic distribution system employing dual pumps	WO	PCT/IB2012/002100
Hydraulic distribution system employing dual pumps	U.S.	US9115731
Line pressure valve to selectively control distribution of pressurized fluid	U.S.	US9488285

Title	Country	Patent, Application or Publ. Number
Transmission creep control	U.S.	US9008924
Transmission control module with valve control	U.S.	US8510004
Shift rail transmission position sensing with a minimum number of sensors	U.S.	US8606472
Shift rail transmission position sensing	U.S.	US8521376
Shift rail transmission position sensing with tolerance for sensor loss	U.S.	US8521380
Shift rail transmission position sensing	U.S.	US9523429
Method for non-microslip based dual clutch transmission power on up shift	U.S.	US9365206
Doppelkupplung-kraftschaltgetriebe	Germany	102013113908.6
Dual clutch powershifting transmission	U.S.	US9400036
Dual clutch transmission	U.S.	US9382986
Full clutch slip power shift of a dual clutch transmission	Australia	Appl. No. AU2015216606
Full clutch slip power shift of a dual clutch transmission	China	CN106164542
Full clutch slip power shift of a dual clutch transmission	China	CN201580018893
Full clutch slip power shift of a dual clutch transmission	EPO	EP3105474
Full clutch slip power shift of a dual clutch transmission	EPO	EP15706539
Full clutch slip power shift of a dual clutch transmission	Japan	JP2016551263
Full clutch slip power shift of a dual clutch transmission	Korea	KR20160122220
Full clutch slip power shift of a dual clutch transmission	Korea	KR20167025166
Full clutch slip power shift of a dual clutch transmission	PCT	PCT/IB2015/051035
Full clutch slip power shift of a dual clutch transmission	U.S.	US9556955
Clutch spool valve assembly	U.S.	US9568052
Low driven inertia dual clutch	U.S.	US8967352
Dual clutch arrangement with two piece main rotating manifold	U.S.	US8479905
Dual clutch with cooling distribution reservoir chambers	U.S.	US20080236978
Dual clutch with cooling distribution reservoir chambers	WO	WO2008120078

Title	Country	Patent, Application or Publ. Number
Dual clutch with cooling distribution	PCT	PCT/IB2008/000744
Dual clutch with cooling distribution reservoir chambers	Brazil	BRPI0808593
Dual clutch with cooling distribution reservoir chambers	China	CN101688569
Dual clutch with cooling distribution reservoir chambers	Germany	DE112008000831
Friction member and friction material thereof	U.S.	US8563448
Friction member and friction material thereof	WO	WO2011092585
Friction member and friction material thereof	Germany	DE112011100368
Friction member and friction material thereof	China	CN103003591
Friction member and friction material thereof	Brazil	BR112012018600
Hydraulic distribution system employing a dual pump	U.S.	13/279939
Transmission control module with multiple sensor inputs	U.S.	12/718198
Shift rail rod seal with positioning feature	U.S.	14/316914
Method for non-microslip based dual clutch transmission power on up shift	U.S.	15/162357
Heavy duty transmission architecture	PCT	PCT/IB2015/052054
Heavy duty transmission architecture	EPO	15714658
Heavy duty transmission architecture	EPO	EP3120045
Heavy duty transmission architecture	U.S.	14/662830
Dual clutch transmission	U.S.	15/198811
Twin countershaft transmission with spline	U.S.	PCT/US2016/017898
Twin countershaft transmission with spline	WO	Int'l. Publ. WO 2016/131017
Power take-off drive gear thrust load canceling	U.S.	62/364581
Gear axial thrust force optimization for high efficiency vehicle transmissions	U.S.	62/317619
Gear axial thrust force optimization for high efficiency vehicle transmissions	PCT	PCT/2017/025666
Transmission rear housing	U.S.	29/595,580
Transmission housing	U.S.	29/595,582
Clutch housing	U.S.	29/595,583

Title	Country	Patent, Application or Publ. Number
Lube assembly housing	U.S.	29/595,584
Transmission mounted electrical charging system with engine off coasting and dual mode HVAC	U.S.	62/415677
System, method, and apparatus for controlling a high output, high efficiency transmission (Omnibus Application)	U.S.	62/465,021
System, method, and apparatus for controlling a high output, high efficiency transmission (Omnibus Application)	U.S.	62/465,024
High efficiency, high output transmission (Omnibus Application)	U.S.	62/438,201
Dual clutch powershifting transmission	Germany	102013113908.6
Dual clutch powershifting transmission	U.S.	15/215855
Low driven inertia dual clutch	U.S.	14/613,818
Dual clutch with cooling distribution reservoir chambers	U.S.	11/694,513
Dual clutch arrangement with two piece main rotating	U.S.	13/936,629
Hybrid powertrain system	U.S.	US7082850
Hybrid powertrain system	Austria	AT 447505
Hybrid powertrain system	Brazil	BR PI 0417898
Hybrid powertrain system	Canada	CA 2552409
Hybrid powertrain system	China	CN 100415556
Hybrid powertrain system	Germany	DE 602004023973
Hybrid powertrain system	France, U.K.,	EP Pat. 1706285 (FR, GB, NL, SE)
Hybrid powertrain system	Spain	ES 2332180
Hybrid powertrain system	India	IN Pat. 258994
Hybrid powertrain system	PCT	PCT/IB2004/004271
Hybrid powertrain system	U.S.	US7272987
Dual clutch assembly for a heavy-duty automotive	U.S.	US7204166
Dual clutch assembly for a heavy-duty automotive	Germany	DE 112005002648
Dual clutch assembly for a heavy-duty automotive	PCT	PCT/IB2005/003336
Transmission control module	U.S.	US8412425
Method to initiate, manage, and adapt vehicle motion at	U.S.	US9499154

The following patents and patent applications are not set forth in the disclosure schedules to the Contribution Agreement as contributed intellectual property, nonetheless, Assignor agrees to assign such patents and patent applications to Assignee pursuant to this Agreement:

Title	Country	Patent, Application or Publ. Number
Low driven inertia dual clutch	U.S.	9,611,900