

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569647

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		03/02/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Signify Holding B.V.		
Street Address:	HIGH TECH CAMPUS 48		
City:	EINDHOVEN		
State/Country:	NETHERLANDS		
Postal Code:	5656AE		
Entity Type:	Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87245290	COVERA	
Serial Number:	87245412	NEO-RAY CONVERGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	732-874-3542		
Email:	rene.j.mulders@signify.com		
Correspondent Name:	Daniel J. Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		
Address Line 4:	Valhalla, NEW YORK 10595		
ATTORNEY DOCKET NUMBER:	2020PJT80183		
DOMESTIC REPRESENTATIVE			
Name:	Daniel J. Piotrowski		
Address Line 1:	465 Columbus Avenue, Suite 330		
Address Line 4:	Valhalla, NEW YORK 10595		
NAME OF SUBMITTER:	Daniel J. Piotrowski		
SIGNATURE:	/Daniel J. Piotrowski/		
DATE SIGNED:	03/31/2020		

CH \$65.00 87245290

Total Attachments: 27

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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of March 2, 2020 (the “Effective Date”), between Eaton Corporation, having its address at Eaton Center, 1000 Eaton Blvd., Cleveland, OH 44122, United States (the “Assignor”), and SIGNIFY HOLDING B.V., a company incorporated under the laws of the Netherlands, having its address at High Tech Campus 48, 5656AE Eindhoven, The Netherlands (the “Assignee”). For good and valuable consideration, receipt of which is acknowledged, Assignor and Assignee agree as follows:

Definitions

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

“Governmental Authority” means any United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

1. As of the Effective Date, the Assignor hereby irrevocably and unconditionally assigns, transfers, conveys, and sells to the Assignee, and the Assignee accepts, all of the Assignor’s right, title and interest in and to the intellectual property set forth in **Exhibit A** to this Agreement), and with respect to any trademarks therein, all goodwill associated therewith and symbolized thereby in each case (collectively, the “Assigned IP”), including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to collect and retain any past or future damages obtained as a result of such action, free and clear of all charges, claims, mortgages, liens, options, pledges, security interests and/or other restrictions of any kind (“Encumbrances”) other than those certain permitted categories of Encumbrances previously agreed upon by the Assignor (or its Affiliate) and Assignee (or its Affiliate). Assignee may at any time freely assign any of its right, title and interest in and to the Assigned IP, including to any of its Affiliates, and may record or permit others to record such subsequent assignments.
2. The Assignor shall upon request of Assignee and for no additional consideration execute all documents reasonably required to give the Assignee the full benefit of this Agreement and the assignments and transfers set forth herein, including to properly vest, assign and transfer to the Assignee or otherwise to perfect and record such assignment and transfer of Assignee’s title in and to the Assigned IP, including as may be filed and recorded in jurisdictions outside the United States. For purposes of clarity, Assignee shall be

responsible for any costs or expenses associated with Assignor obtaining any associated documents, including without limitation apostilles, legalizations, or notarizations.

3. Assignor agrees to initiate the transfer process with respect to the domain names included in the Assigned IP (the "Assigned Domain Names") electronically from Assignor's account and servers to Assignee's account and as soon as reasonably practicable, but no later than fifteen (15) business days following the Effective Date, and to execute and deliver such assignment and other documents, if reasonably required, and take such action as the registrar of the Assigned Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Assigned Domain Names from Assignor to Assignee.
4. The Assignee is given full powers to attend to the filing and recordation of this Agreement before the relevant authority(ies) as necessary to enforce the above mentioned rights and obligations in conformity with this Agreement, and the Assignor hereby consents to such filing and recordation.
5. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns against the other party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or

proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

6. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES.

[Signature page follows]

SIGNED FOR AND ON BEHALF OF ASSIGNOR

EATON CORPORATION



By: _____

Name: Lizbeth L. Wright

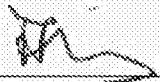
Title: Assistant Secretary

Signature Page to the IP Assignment Agreement

TRADEMARK
REEL: 006903 FRAME: 0299

SIGNED FOR AND ON BEHALF OF ASSIGNEES

SIGNIFY HOLDING B.V.

By: 
Name: Michiel Thierry
Title: General Counsel

Signature Page to the IP Assignment Agreement

EXHIBIT A
ASSIGNED IP

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Canada	1866395	11/6/2017	1,024,972	06/12/2019	Eaton Corporation
COVERA	Canada	1816710	1/4/2017	1,045,416	07/29/2019	Eaton Corporation

TRADEMARKS

Signature Page to the IP Assignment Agreement

TRADEMARK
REEL: 006903 FRAME: 0302

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	France	17/4406281	11/21/2017	174406281	03/16/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Germany	30 2017 028 611.2	11/7/2017	30 2017 028 611	03/01/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Great Britain	UK00003268432	11/5/2017	UK00003268432	01/26/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Israel	299755	11/6/2017	299755	11/04/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Italy	302017000125847	11/6/2017	302017000125847	10/24/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Jordan	156311	11/7/2017	156311	11/07/2017	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Kuwait	195368	11/9/2017	169699	11/09/2017	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Mexico	1,969,441	11/6/2017	1859654	03/14/2018	Eaton Corporation
COVERA	Mexico	1,842,292	1/16/2017	1751662	05/09/2017	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Oman	115455	12/24/2017	115455	04/01/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Qatar	118543	11/9/2017	118543	09/06/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Saudi Arabia	123184	11/14/2017	1439004896	01/25/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Spain	3689800	11/6/2017	3.689.800	04/19/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	Turkey	2017/108311	11/2/2017	2017 108311	04/02/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
CELESTEON	United Arab Emirates	282581	11/8/2017	282581	06/17/2018	Eaton Corporation

TRADEMARKS

Mark Name	Country	Current Appl. No.	Current Appl. Date	Current Reg No.	Current Reg Date	Recorded Owner
COVERA	United States	87/245290	11/22/2016			Eaton Corporation
NEO-RAY CONVERGE	United States	87/245412	11/22/2016	5644076	01/01/2019	Eaton Corporation

DOMAIN NAMES

Mark Name	Country	Record Owner
5thlight.com	United States	Eaton Corporation
acculedoptics.com	United States	Eaton Corporation
AMETRIXLIGHTING.COM	United States	Eaton Corporation
AMMETRIXLIGHTING.COM	United States	Eaton Corporation
atlite-lighting.com	United States	Eaton Corporation
circadianlighting.com	United States	Eaton Corporation
citss.com	United States	Eaton Corporation
classr.com	United States	Eaton Corporation
clspatents.com	United States	Eaton Corporation
combolight.com	United States	Eaton Corporation
controlenergysavings.com	United States	Eaton Corporation
controlenergysavings.net	United States	Eaton Corporation
controlincentive.com	United States	Eaton Corporation
controlincentive.org	United States	Eaton Corporation
controlincentives.com	United States	Eaton Corporation
controlincentives.org	United States	Eaton Corporation
controlrebate.com	United States	Eaton Corporation
controlrebate.org	United States	Eaton Corporation
controlrebates.com	United States	Eaton Corporation
controlrebates.org	United States	Eaton Corporation
controlsenergysavings.com	United States	Eaton Corporation
controlsenergysavings.net	United States	Eaton Corporation
controlsincentive.com	United States	Eaton Corporation
controlsincentive.org	United States	Eaton Corporation
controlsincentives.com	United States	Eaton Corporation
controlsincentives.org	United States	Eaton Corporation
controlspec.com	United States	Eaton Corporation
controlspec.net	United States	Eaton Corporation

Mark Name	Country	Record Owner
controlsrebate.com	United States	Eaton Corporation
controlsrebate.org	United States	Eaton Corporation
controlsrebates.com	United States	Eaton Corporation
controlsrebates.org	United States	Eaton Corporation
cooperlighting.com	United States	Eaton Corporation
cooperlighting.xxx	United States	Eaton Corporation
cooperlightingsolutions.com	United States	Eaton Corporation
corelightingcontrols.com	United States	Eaton Corporation
corelite.com	United States	Eaton Corporation
corelite-lighting.com	United States	Eaton Corporation
cross-tour.com	United States	Eaton Corporation
crostour.mobi	United States	Eaton Corporation
crostourled.com	United States	Eaton Corporation
crostourreg.com	United States	Eaton Corporation
digitallightingsystem.com	United States	Eaton Corporation
distributorchannelpro.com	United States	Eaton Corporation
edison-lighting.com	United States	Eaton Corporation
emergencyluminaires.com	United States	Eaton Corporation
EPHESUSINDUSTRIAL.COM	United States	Eaton Corporation
EPHESUSINDUSTRIALLIGHTING.COM	United States	Eaton Corporation
EPHESUSLED.BIZ	United States	Eaton Corporation
EPHESUSLED.INFO	United States	Eaton Corporation
EPHESUSLED.US	United States	Eaton Corporation
EPHESUSLEDLIGHTING.COM	United States	Eaton Corporation
EPHESUSLIGHTING.BIZ	United States	Eaton Corporation
EPHESUSLIGHTING.CO	United States	Eaton Corporation
EPHESUSLIGHTING.COM	United States	Eaton Corporation
EPHESUSLIGHTING.INFO	United States	Eaton Corporation
EPHESUSLIGHTING.NET	United States	Eaton Corporation
EPHESUSLIGHTING.US	United States	Eaton Corporation

Mark Name	Country	Record Owner
EPHESUSSPORTS.COM	United States	Eaton Corporation
EPHESUSSPORTSLIGHTING.COM	United States	Eaton Corporation
failsafe-lighting.com	United States	Eaton Corporation
fail-safe-lighting.com	United States	Eaton Corporation
farallonlighting.com	United States	Eaton Corporation
fifthlight.info	United States	Eaton Corporation
fluorescentlightingluminai	United States	Eaton Corporation
foundryfinder.com	United States	Eaton Corporation
greengatecontrols.com	United States	Eaton Corporation
greengatecontrols.net	United States	Eaton Corporation
halo-led.com	United States	Eaton Corporation
HALOLIGHTING.com	United States	Eaton Corporation
haloltg.com	United States	Eaton Corporation
halorecessed.com	United States	Eaton Corporation
highcurrenttest.com	United States	Eaton Corporation
icihouston.com	United States	Eaton Corporation
ilightcontrols.com	United States	Eaton Corporation
ilumencontrols.com	United States	Eaton Corporation
ilumincontrols.com	United States	Eaton Corporation
imslighting.com	United States	Eaton Corporation
invuelighting.com	United States	Eaton Corporation
invuelightingsucks.com	United States	Eaton Corporation
invuesucks.com	United States	Eaton Corporation
iolighting.com	United States	Eaton Corporation
iris-lighting.com	United States	Eaton Corporation
irislightingsystems.com	United States	Eaton Corporation
keeper.info	United States	Eaton Corporation
ledincentive.com	United States	Eaton Corporation
ledincentive.org	United States	Eaton Corporation
ledincentives.org	United States	Eaton Corporation

Mark Name	Country	Record Owner
ledison.com	United States	Eaton Corporation
ledrebates.org	United States	Eaton Corporation
lightingchannelpro.com	United States	Eaton Corporation
lightingcontrol.biz	United States	Eaton Corporation
lightingcontrol.info	United States	Eaton Corporation
lightingcontrols.biz	United States	Eaton Corporation
lightingcontrols.info	United States	Eaton Corporation
lightingenergysavings.com	United States	Eaton Corporation
lightingenergysavings.info	United States	Eaton Corporation
lightingenergysavings.net	United States	Eaton Corporation
lightingenergysavings.org	United States	Eaton Corporation
lightingenergysavings.us	United States	Eaton Corporation
lightingincentive.com	United States	Eaton Corporation
lightingincentive.org	United States	Eaton Corporation
lightingincentives.com	United States	Eaton Corporation
lightingincentives.org	United States	Eaton Corporation
lightinguserinterface.com	United States	Eaton Corporation
linematerial.biz	United States	Eaton Corporation
linematerial.cc	United States	Eaton Corporation
linematerial.com	United States	Eaton Corporation
lumarklighting.com	United States	Eaton Corporation
lumark-lighting.com	United States	Eaton Corporation
lumierelighting.com	United States	Eaton Corporation
lumiere-lighting.com	United States	Eaton Corporation
luminairehangers.com	United States	Eaton Corporation
mcgrawedison.biz	United States	Eaton Corporation
mcgraw-edison.biz	United States	Eaton Corporation
mcgrawedison.com	United States	Eaton Corporation
mcgraw-edison.com	United States	Eaton Corporation
metalux-lighting.com	United States	Eaton Corporation

Mark Name	Country	Record Owner
mightdlight.com	United States	Eaton Corporation
might-d-light.com	United States	Eaton Corporation
mightydlight.com	United States	Eaton Corporation
mighty-d-light.com	United States	Eaton Corporation
mws-lighting.com	United States	Eaton Corporation
nemawd7motionsensors.com	United States	Eaton Corporation
neoray-lighting.com	United States	Eaton Corporation
optiance.com	United States	Eaton Corporation
optiancelighting.com	United States	Eaton Corporation
optiance-lighting.com	United States	Eaton Corporation
outdoorledleader.com	United States	Eaton Corporation
pcilightingcontrols.com	United States	Eaton Corporation
pdsighting.com	United States	Eaton Corporation
pds-lighting.com	United States	Eaton Corporation
portfolio-lighting.com	United States	Eaton Corporation
precisionplusdoppler.com	United States	Eaton Corporation
precisionplusdopplerradar.com	United States	Eaton Corporation
quadcastled.com	United States	Eaton Corporation
regentlighting.com	United States	Eaton Corporation
rsalighting.com	United States	Eaton Corporation
shaperlighting.com	United States	Eaton Corporation
SOLARHALOLITE.COM	United States	Eaton Corporation
streetworkslighting.com	United States	Eaton Corporation
surelites-lighting.com	United States	Eaton Corporation
vaporgard.com	United States	Eaton Corporation
wd7motionsensors.com	United States	Eaton Corporation
zero88controls.com	United States	Eaton Corporation
CooperLightingSolutions.net	United States	Eaton Corporation
CooperLightingSolutions.org	United States	Eaton Corporation