OP \$115.00 88657006

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM708198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stryten Canada Inc.		01/19/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Stryten Energy LLC
Street Address:	3700 Mansell Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	88657006	SWATPACK
Serial Number:	88794027	SYMBASYS
Serial Number:	88982955	SYMBASYS
Serial Number:	90256889	SYMBASYS SWITCHPACK

CORRESPONDENCE DATA

Fax Number: 2025599163

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: 2026312021

Email: valerie.purdy-pyeron@rieblinglaw.com

Valerie Purdy-Pyeron, Paralegal **Correspondent Name:** 1717 Pennsylvania Avenue, N.W. Address Line 1:

Address Line 2: **Suite 1025**

Address Line 4: Washington, D.C. 20006-3951

ATTORNEY DOCKET NUMBER:	335-105Stryten CA-Stryten
NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal
SIGNATURE:	/valerie a. purdy-pyeron/
DATE SIGNED:	02/14/2022

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "<u>Assignment</u>"), effective as of January 19, 2022 (the "<u>Effective Date</u>"), is made and entered into by and between Stryten Canada Inc., a Canada corporation existing and organized under the laws of Canada, located at 8301 Keele Street, Maple, Ontario, Canada L0J1E0 ("<u>Assignor</u>"), and Stryten Energy LLC, a Delaware limited liability company located at 3700 Mansell Road, Suite 400 Alpharetta, Georgia 30022 ("<u>Assignee</u>"). Assignee and Assignor may be referred to herein individually as a "<u>Party</u>" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the intellectual property identified in the schedules attached hereto (the "<u>Intellectual Property</u>"); and

WHEREAS, Assignor wishes to assign, and Assignee wishes to receive, such Intellectual Property pursuant to the terms and subject to the conditions set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement between Galvion Inc. and Galvion Power Systems Inc. dated October 27, 2021 (the "Asset Purchase Agreement"), if so defined therein.
- Assignment of Intellectual Property. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee all right, title and interest in and to (i) all Intellectual Property Assets and all files relating thereto, including the Intellectual Property set forth on all Schedules to this Assignment, (ii) all Intellectual Property Agreements and Purchased IP pursuant to the Asset Purchase Agreement; and (iii) all rights to assign the Purchased IP and Intellectual Property Agreements conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives. Furthermore, with respect to any and all trademarks, trademark applications, and trademark registrations identified on the schedules hereto (collectively, "Transferred Trademarks"), Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee its entire right, title and interest in and to the Transferred Trademarks, together with any and all goodwill connected with and symbolized by the Transferred Trademarks, together with the business of the Assignor, or portion thereof, to which the Transferred Trademarks pertain, such business being ongoing and existing and Assignee being the successor to such business, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for

past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

- 3. <u>Recordation</u>. Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the European Union Trademark Office, the United Kingdom Trademark Office, and the officials of corresponding entities or agency in any applicable jurisdictions to record and register this Assignment upon request from Assignee.
- 4. <u>Further Acts</u>. Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Assigned Assets, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased IP, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased IP, including testifying as to any facts relating to the Purchased IP and this Assignment.
- 5. <u>No Third Party Beneficiaries</u>. This Assignment shall not confer any rights or remedies upon any Person other than Assignor and Assignee and their respective successors and permitted assigns.
- 6. <u>Succession and Assignment</u>. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by Assignor and Assignee and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.
- 7. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).
- 8. <u>Headings</u>. The section headings contained in this Assignment are inserted for convenienceonly and shall not affect in any way the meaning or interpretation of this Assignment.
- 9. <u>Counterparts and Facsimile Signature</u>. This Assignment may be executed in one or more counterparts (delivery of which may be by facsimile, or via email as a portable document format (.pdf)), each of which will be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

STRYTEN-CANADA INC.

Name: Lou Martinez

Title: President

ASSIGNEE:

STRYTEN ENERGY LLC

Name: Lou Martinez

Title: Chief Financial Officer

Schedule I

INTELLECTUAL PROPERTY

Patents:

	Country	\$bon Name	Application#	Filing Date	Publi	allon number with link to google pals	Title	\$3303	Pates	•	issue Sate
US.		8ACLEUN SENSOR	US:12390420	G320/12			Senaci System And Method	ISSUEÜ			07/21/15
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US		HALANOED, BATTERY	US.14/371382	0789/14	10.000.000.000.00		System for Power Barance	tee en	19759780		(6/12/17
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	3	1			U120140340090		Storage Ballery	}	1		
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ļ		1	<u> </u>	£	JUS20120126755		System	-			£
G8	. *	BATTERY PARALLEL	G31815281.9	02/23/17	682884043		Dual Bus Battery Balancing	PENDING	1		1
US	,	EATTERY PARALLEL	102-12110000	02/2817	1466224043		System	lange.	LONG STORES		
no		EATHERT PARRELEL	US:15/440607	Ratesett	U520170244082		Dust Bus Battery Balancing	SXED	US:10319981		0691 1/19
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Trademarks:

3alvion Inc.	SYMBASYS	9	Class (9) Lithum-ion battery for	Issued/Reg	2020-10-14	2021-02-19	Renewal Due	2030-10-14
	SWITCHPACK		use with land vehicles		18320555	18320555		
		ĺ			1002000	10020000	Í	
alvion Inc.	SYMBASYS	0	Class (9) Batteries; Batteries and	Issued/Reg	2020-02-28	2020-08-09	Renewal Due	2030-08-08
			battery chargers; Battery					
			chargers; Battery monitoring devices that may be attached to a		3470795	3470795		
			battery to monitor the					
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			operating software for use				1	.
	1 1 1 1 1 1 1 1 1 1 1 1	l	therewith, sold as a unit; Battery	ļ			8 m	1
			packs; integrated battery backup systems comprising a battery, an	11	· ·			` '
		1	electronic measurement				se jef	
			apparatus for use in the					1
			measurement of battery health					
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	1		performance, and a remote computer software program that					
		1	uses the foregoing data to trend.	1	1	1		
			predict, and store data related to		1			
		1	the health of the battery; Lithium	1				
			ion batteries; Lithium iron					1
	1		phosphate batteries; Lithium					
			phosphate batteries; Monitoring devices for monitoring battery	1				
			performance characteristics:		· ·			
			Power controllers; Power	l .	1		1	
		1	distributing boxes; Rechargeable			·		
		1	electric batteries; Renewable	ļ ·				
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alvion Inc.	SYMBASYS	9	Class (9) Batteries, Batteries and	Issued/Reg	2020-02-28	2020-06-19	Renewal Due	2030-02-28
	•	İ	battery chargers; Baltery	· -				
			chargers; Battery monitoring	İ	UKD0918203457	UK00918203487		
	1		devices that may be attached to a battery to moritor the		1			
		l	performance of the battery and					
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			systems comprising a battery, an electronic measurement				ı	1
		1	apparatus for use in the					
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		1	the health of the battery, Lithium	1		1.4		1.
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MARK	COUNTRY	APP. NO.	REG. NO.	STATUS

SWATPACK	Canada	1906745	TMA1084544	Registered
SYMBASYS	Canada	2009316	N/A	Pending
SYMBASYS SWITCHPACK	Canada	2056725	N/A	Pending
SWATPACK	European Union	17980757	17980757	Registered
SYMBASYS	European Union	18203487	18203487	Registered
SYMBASYS SWITCHPACK	European Union	18320555	18320555	Registered
SWATPACK	United Kingdom	UK00917980757	UK00917980757	Registered
SWATPACK	United Kingdom	UK00003354485	UK00003354485	Registered
SYMBASYS	United Kingdom	UK00918203487	UK00918203487	Registered
SYMBASYS	United Kingdom	UK00003470795	UK00003470795	Registered
SYMBASYS SWITCHPACK	United Kingdom	UK00003543951	UK00003543951	Registered
SWATPACK	United States of America	88657006	6330736	Registered
SYMBASYS	United States of America	88794027	N/A	Pending
SYMBASYS	United States of America	88982955	N/A	Published
SYMBASYS SWITCHPACK	United States of America	90256889	N/A	Pending

RECORDED: 02/14/2022