

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Electric Co.		04/26/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Copeland Comfort Control LP		
Street Address:	8100 W. florissant avenue		
City:	saint louis		
State/Country:	MISSOURI		
Postal Code:	63136		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97396907	SENSI	
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>			
Email:	melanie.boedges@copeland.com		
Correspondent Name:	melanie boedges		
Address Line 1:	8100 W. florissant avenue		
Address Line 4:	saint louis, MISSOURI 63136		
NAME OF SUBMITTER:	Melanie boedges		
SIGNATURE:	/MELANIE BOEDGES/		
DATE SIGNED:	08/09/2023		
Total Attachments: 6			
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OP \$40.00 97396907

IP ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of April 26, 2023 (the “**Effective Date**”), is entered into by and between Emerson Electric Co., a Missouri corporation (“**Emerson**”), and Copeland Comfort Control LP, a Delaware limited partnership (“**Copeland Comfort Control**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Transaction Agreement (as defined below), unless the context herein otherwise requires.

WITNESSETH:

WHEREAS, in connection with the transactions contemplated by that certain Transaction Agreement, dated as of October 30, 2022, by and among Emerson, Emerald JV Holdings L.P., a Delaware limited partnership, BCP Emerald Aggregator L.P., a Delaware limited partnership, and Emerald Debt Merger Sub L.L.C., a Delaware limited liability company (as it may be amended, supplemented or otherwise modified from time to time) (the “**Transaction Agreement**”), the parties hereto desire to enter into this Agreement to consummate certain transactions contemplated by the Step 38(e) Transfer Agreement (as defined below) on the terms set forth herein;

WHEREAS, the parties hereto entered into that certain Transfer Agreement, dated as of April 26, 2023 (the “**Step 38(e) Transfer Agreement**”), in connection with the transfer of certain Purchased Assets contemplated by Step 38(e) of the Master Step Plan;

WHEREAS, in connection with the transactions contemplated by the Step 38(e) Transfer Agreement, Copeland Comfort Control has agreed to accept and acquire from Emerson, and Emerson has agreed to contribute, convey, transfer, assign and deliver, or cause to be contributed, conveyed, transferred, assigned and delivered, to Copeland Comfort Control, all of Emerson’s right, title and interest in, to and under all Assigned IP Assets of Emerson White Rodgers, a division of Emerson, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B (collectively, the “**White Rodgers Assigned IP Assets**”); and

WHEREAS, in connection with the foregoing, Emerson desires to contribute, convey, transfer, assign and deliver to Copeland Comfort Control, and Copeland Comfort Control desires to accept and acquire from Emerson, all of Emerson’s right, title and interest in, to and under the White Rodgers Assigned IP Assets, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Transfers.* Effective as of the Effective Date, Emerson shall and hereby does, irrevocably contribute, convey, transfer, assign and deliver to Copeland Comfort Control, and Copeland Comfort Control shall, and hereby does, accept all of

Emerson's right, title and interest in, to and under (i) the White Rodgers Assigned IP Assets, including the Trademarks set forth on Exhibit A, together with all goodwill associated therewith and symbolized thereby and all common-law rights related thereto, and the Patents set forth on Exhibit B, and, in each case, all registrations therefor that are secured as of the Effective Date, in each case to be held and enjoyed by Copeland Comfort Control for its own use and enjoyment, and for the use and enjoyment of Copeland Comfort Control's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Emerson if this assignment had not been made, and (ii) all past, current or future rights, claims, credits, causes of action or rights of set-off against third parties, including unliquidated rights under manufacturers' and vendors' warranties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) to the extent related to any White Rodgers Assigned IP Assets.

Section 2. *Recordation.* The parties hereby authorize and request the Commissioner of Patents and Trademarks at the United States Patent and Trademark Office, and the corresponding entities or agencies in any other applicable jurisdictions, to record Copeland Comfort Control as the assignee and owner of the White Rodgers Assigned IP Assets, including the Trademarks set forth on Exhibit A and the Patents set forth on Exhibit B, and to issue any and all registrations that are or may be secured as of or after the Effective Date, from the White Rodgers Assigned IP Assets to Copeland Comfort Control, as assignee of Emerson's entire right, title and interest in, to, and under the same.

Section 3. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to conflicts of law principles.

Section 4. *Amendment.* This Agreement may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

Section 5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7. *Further Assurances.* Each of the parties hereto shall execute and deliver such additional agreements, documents and instruments, and shall take such

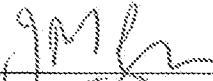
further actions, as may be reasonably required to give full effect to the purpose and intent of this Agreement.

Section 8. *Conflicts.* This Agreement shall be without prejudice to the Transaction Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Transaction Agreement, the terms of the Transaction Agreement shall control. In the event of any conflict between the terms of this Agreement and the Step 35(a) Intellectual Property Assignment Agreement, dated as of May 25, 2023, by and between Emerson and Emersub CXIII, Inc., the terms of this Agreement shall control.

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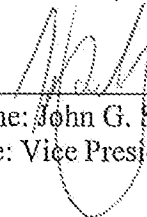
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

EMERSON ELECTRIC CO.

By: 
Name: JON GROVES
Title: VICE PRESIDENT, IP

COPELAND COMFORT CONTROL LP

By: Copesub GP 3, LLC, its General Partner

By: 
Name: John G. Shively
Title: Vice President & Secretary

[Signature Page to IP Assignment Agreement]

Exhibit A

Assigned Trademarks

Trademark	Country	Application Number	Application Date	Trademark Status	Owner
SENSI	United States of America	97/396907	2022-05-05	Registered	Emerson Electric Co.

Exhibit B

Assigned Patents

Title	Country	Filed Date	Application Number	Patent Number	Owner
HVAC SYSTEM MONITORING VIA SENSOR MODULE/ASSEMBLY INCLUDING SENSORS FOR REFRIGERANT DETECTION, PRESSURE, TEMPERATURE, AND HUMIDITY	United States of America	2023-05-11	18/196,348	N/A	Emerson Electric Co.
120V/240V Self-Configuring Ignition Control/Module	United States of America	2022-08-17	63/398,836	N/A	Emerson Electric Co.
ENERGY MANAGEMENT AND SMART THERMOSTAT LEARNING METHODS AND CONTROL SYSTEMS	United States of America	2022-08-30	17/823,150	N/A	Emerson Electric Co.
Wirelessly Configuring Climate Control System Controls	United States of America	2022-09-19	17/947,807	N/A	Emerson Electric Co.