

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCHNEIDER ELECTRIC IT CORPORATION		07/31/2023	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gutor Electronic GmbH		
<b>Street Address:</b>	Hardstrasse 72-74		
<b>City:</b>	Wettingen		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	5430		
<b>Entity Type:</b>	Limited Liability Company: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2733443	GUTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>			
<b>Phone:</b>	6176468000		
<b>Email:</b>	tmassignments@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	G1031.20000US00		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>SIGNATURE:</b>	/drw/		

OP \$40.00 2733443

<b>DATE SIGNED:</b>	10/25/2023
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**Total Attachments: 9**

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- source=405026091\_12(Ganymede - IP - Trademark Assignment Deed (Executed))#page2.tif
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- source=405026091\_12(Ganymede - IP - Trademark Assignment Deed (Executed))#page9.tif

**31 July 2023**

**Schneider Electric IT Corporation**

**Schneider Electric IT France**

**and**

**Gutor Electronic GmbH**

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**TRADEMARK ASSIGNMENT DEED**

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## TRADEMARK ASSIGNMENT DEED

This **TRADEMARK ASSIGNMENT DEED** is made the 31 day of July 2023 (the "Effective Date") (the "Deed"), between Schneider Electric IT Corporation and Schneider Electric IT France (each an "Assignor," and, collectively, the "Assignors"), on the one hand, and Gutor Electronic GmbH (the "Assignee"), on the other hand (each of Assignor and Assignee, a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Share Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Sale and Purchase Agreement Relating to the Gutor Business dated as of December 23, 2022 (as amended from time to time in accordance with its terms, the "Share Purchase Agreement"), by and between Schneider Electric Industries SAS ("Seller") and Financiere Aigle SAS ("Purchaser"), Seller has agreed to sell (or procure the sale of), and Purchaser has agreed to purchase, among other things, Seller's right, title and interest in, to and under the Trademarks set forth on Exhibit A attached hereto (such Trademarks, the "Directly Acquired IP");

**WHEREAS**, it is a condition to the Completion of the transactions contemplated in the Share Purchase Agreement that Assignor execute this Deed pursuant to which Assignor shall assign the Directly Acquired IP to Assignee on the terms and subject to the conditions set forth herein;

**WHEREAS**, each capitalized term used but not defined herein shall have the meaning assigned to it in the Share Purchase Agreement.

**NOW, THEREFORE**, for One Euro (€1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


1. Assignment. Each Assignor hereby irrevocably and unconditionally transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of its right, title and interest in, to and under the Directly Acquired IP, together with: (i) all common law rights thereto (to the extent existing under applicable law), (iii) all rights therein provided by international conventions and treaties, (iv) all rights of priority and renewals, (v) the rights to sue, recover damages and obtain equitable relief and all other remedies for past (except with respect to any right to sue, recover damages or obtain equitable relief or other remedies (if any) of each Assignor against its own Affiliates in respect of such Affiliate's past use of the Directly Acquired IP), present and future infringement, misappropriation, dilution or other violation thereof, (vi) all rights to collect past (except with respect to any right to collect income, royalties, damages or other payments (if any) of each Assignor against its own Affiliates in respect of such Affiliate's past use of the Directly Acquired IP) and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Directly Acquired IP, (vii) the right to file, register, prosecute, maintain and defend the Directly Acquired IP before any public or private agency, government, office or registrar, (viii) the right to fully and entirely stand in the place of Assignor in all matters related to the Directly Acquired IP, and (ix) the goodwill of the business connected with the use of and symbolized by the Directly Acquired IP. The foregoing assignment is intended to be an absolute assignment and not by way of security.

3. Assignee Responsibilities. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Directly Acquired IP, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of this assignment document with the appropriate governmental authorities.
4. Due Authorization. Assignor hereby authorizes Assignee to record this Deed with any relevant governmental authority so as to perfect its ownership of the Directly Acquired IP. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer any and all registrations and applications for the Directly Acquired IP to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Deed, and to issue to and in the name of Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Directly Acquired IP.
5. Governing Law. This Deed and all matters (including any contractual or non-contractual obligations) arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed, including a dispute or claim regarding the existence, validity or termination of this Deed, and the Parties submit to the exclusive jurisdiction of the English courts.
6. General Provisions. This Deed may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Deed. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof. To the extent that any provision in this Deed is inconsistent or conflicts with the Share Purchase Agreement, the provisions of the Share Purchase Agreement shall control. This Deed is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

**Exhibit A**

TRADEMARK	OWNER	COUNTRY	APP. NO.	APP. DATE	REG. NO.	REG. DATE

GUTOR	Schneider Electric IT Corporation	BRAZIL	830411810	30.09.2009	830411810	03.07.2012
GUTOR	Schneider Electric IT Corporation	CANADA	1128232	16.01.2002	TMA611984	03.06.2004
GUTOR	Schneider Electric IT Corporation	CHINA	3273240	13.08.2002	3273240	14.10.2003
GUTOR	Schneider Electric IT Corporation	COLOMBIA	9112439	09.10.2009	400023	12.04.2010
GUTOR	Schneider Electric IT Corporation	EUROPEAN UNION	2769438	09.07.2002	2769438	31.10.2003
GUTOR AND DESIGN I	Schneider Electric IT Corporation	INTERNATIONAL REGISTER - Extended to: Austria, Benelux, France, Italy, Liechtenstein, Montenegro, Serbia	336675	02.02.1967	336675	02.02.1967
GUTOR	Schneider Electric IT Corporation	JAPAN	2002057706	10.07.2002	4663540	18.04.2003
GUTOR	Schneider Electric IT Corporation	MALAYSIA	2008471	18.07.2002	2008471	18.07.2002
GUTOR	Schneider Electric IT Corporation	PERU	401171	28.09.2009	161636	24.02.2010
GUTOR	Schneider Electric IT Corporation	SINGAPORE	T0210341C	16.07.2002	T0210341	16.07.2002
GUTOR	Schneider Electric IT Corporation	UNITED KINGDOM	2288635	20.12.2001	2288635	20.12.2001
GUTOR	Schneider Electric IT Corporation	UNITED KINGDOM	UK009027694 38	09.07.2002	UK009027694 38	31.10.2003

GUTOR	Schneider Electric IT Corporation	UNITED STATES	78098123	13.12.2001	2733443	01.07.2003
GUTOR	Schneider Electric IT Corporation	URUGUAY	406061	29.09.2009	406061	24.11.2011
GUTOR	Schneider Electric IT Corporation <sup>1</sup>	VENEZUELA	2009-018525	06.11.2009	P305825	01.10.2010
	Schneider Electric IT France <sup>2</sup>	SWITZERLAND	356657	23.07.1987	356657	23.07.1987

*[Remainder of page intentionally left blank; signature page follows]*

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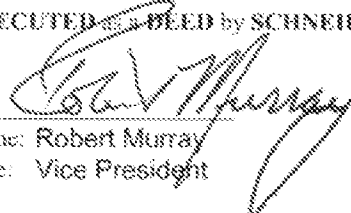
<sup>1</sup> Note to Draft: Please note that this mark is still registered to American Power Conversion Corporation. SE is updating the chain of title.

<sup>2</sup> Note to Draft: Please note that this mark is still registered to American Power Conversion Corporation Europe. SE is updating the chain of title.

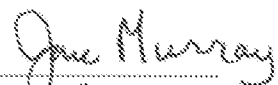
**SIGNATURES**

IN WITNESS WHEREOF this TRADEMARK ASSIGNMENT DEED has been executed as a deed by the Parties hereto and is intended to be and is hereby delivered on the day first before written.

EXECUTED AS DEED by SCHNEIDER ELECTRIC IT CORPORATION

By:   
Name: Robert Murray  
Title: Vice President

In the presence of a witness

By:   
Name: Jane Murray  
Occupation: RETIRED  
Address: YULIEE FL



EXECUTED as a DEED by SCHNEIDER ELECTRIC IT FRANCE

By: CASSOUX Caroline  
Name: VP Services / SEIT Préludente  
Title:

In the presence of a witness

By: [Signature]  
Name: Angélique GONET-LETTAO  
Occupation: Assistante de Direction  
Address: 35 rue Joseph Fourier 92500 RUEIL MALMAISON

EXECUTED as a DEED by GUTOR-ELECTRONIC GMBH

By: B. Neumann

Name: Benjamin Neumann

Title: Chairman

By: \_\_\_\_\_

Name:

Title:

**EXECUTED** as a **DEED** by **GUTOR ELECTRONIC GMBH**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name: *Mirella Bek*

Title: *Managing Director*