

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4419748

|   |                                   |                       |
|---|-----------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                    |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF LICENSE             |                       |
| <b>CONVEYING PARTY DATA</b>   |                                   |                       |
|   | <b>Name</b>                       | <b>Execution Date</b> |
|   | WESTPORT POWER INC.               | 04/28/2017            |
| <b>RECEIVING PARTY DATA</b>   |                                   |                       |
| <b>Name:</b>  | CARRIER CORPORATION               |                       |
| <b>Street Address:</b>  | 17900 BEELINE HIGHWAY             |                       |
| <b>City:</b>  | JUPITER                           |                       |
| <b>State/Country:</b>   | FLORIDA                           |                       |
| <b>Postal Code:</b>   | 33478                             |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                   |                       |
| <b>Property Type</b>  | <b>Number</b>                     |                       |
| <b>Patent Number:</b>   | 9045018                           |                       |
| <b>CORRESPONDENCE DATA</b>  |                                   |                       |
| <b>Fax Number:</b>  | (860)286-0115                     |                       |
| <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>   | 860-286-2929                      |                       |
| <b>Email:</b>   | usptopatentmail@cantorcolburn.com |                       |
| <b>Correspondent Name:</b>  | CANTOR COLBURN LLP                |                       |
| <b>Address Line 1:</b>  | 20 CHURCH STREET, 22ND FLOOR      |                       |
| <b>Address Line 4:</b>  | HARTFORD, CONNECTICUT 06103       |                       |
| <b>NAME OF SUBMITTER:</b>   | DAVID A. FOX                      |                       |
| <b>SIGNATURE:</b>   | /David A. Fox/                    |                       |
| <b>DATE SIGNED:</b>   | 05/18/2017                        |                       |
| <b>Total Attachments: 4</b>   |                                   |                       |
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## **CONFIRMATORY ASSIGNMENT OF LICENSE**

**THIS CONFIRMATORY ASSIGNMENT OF LICENSE** made effective as of April 28, 2017.

### **AMONG:**

**WESTPORT POWER INC.**, a corporation incorporated under the laws of British Columbia having an office at #101 – 1750 West 75th Avenue, Vancouver, British Columbia V6P 6G2 (“**Assignor**”)

- and -

**CARRIER CORPORATION**, a corporation incorporated under the laws of Delaware having an office at 17900 Beeline Highway, Jupiter, Florida, 33478 (“**Assignee**”)

(Assignor and Assignee collectively, the “**Parties**”)

### **WHEREAS:**

- A. Assignor and Assignee have entered into an Asset Purchase Agreement dated April 13, 2017 (the “**Purchase Agreement**”) pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, certain assets of Assignor’s auxiliary power systems business, including all or substantially all of the assets pertaining to such business, and including all or substantially all of the assets pertaining to the ComfortPro® auxiliary power units;
- B. Assignor has entered into a Confidential Settlement Agreement and Patent License between Assignor and Thermo King Corporation dated March 15, 2017 (the “**Settlement Agreement**”), pursuant to which Thermo King Corporation grants to Assignor a license to U.S. Patent No. 9,045,018 (the “’018 Patent”) and any patent or patent application that claims priority to or benefit of or shares a common priority or benefit claim with the ’018 Patent, including all continuations, continuations-in-part, divisionals, reissues, reexaminations, foreign counterparts, patents of addition and certificates of addition or any means of protection similar to any of the foregoing (together the “**Licensed Patents**”); and
- C. In view of the above, the Settlement Agreement and all of Assignor’s right, title, and interest thereto, including all benefits and obligations, and including the above-mentioned license to the Licensed Patents, shall be transferred and assigned to Assignee.

**NOW THEREFORE** in consideration of the payment by the Assignee to the Assignor of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, the Assignor and the Assignee each hereby covenant and agree as follows:

1. Unless otherwise defined or indicated in this Agreement, capitalized terms used herein have the meanings given to them in the Purchase Agreement.
2. As a result of the transactions contemplated by the Purchase Agreement, the Settlement Agreement and all right, title, and interest thereto, including all benefits and obligations, are automatically transferred and assigned from Assignor to Assignee effective as of April 28, 2017; moreover, in accordance with and subject to the terms of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and sets over to the Assignee, effective as of April 28, 2017, all of the Assignor's right, title and interest in and to the Settlement Agreement.
3. In accordance with and subject to the terms of the Purchase Agreement, Assignee hereby accepts the assignment, transfer and conveyance, effective as of April 28, 2017, of all of the Assignor's right, title and interest in and to the Settlement Agreement, and covenants and agrees with Assignor that from and after such date, it will be bound by, observe and perform, carry out and fulfill any and all covenants, obligations, liabilities and agreements required to be observed and performed by Assignor under the terms of the Settlement Agreement.
4. The Parties shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.
5. This Agreement is made in accordance with, is supplemental to and is subject to the provisions of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
6. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective administrators, trustees, receivers, successors and assigns.
7. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed in counterpart and by facsimile, no one copy of which need be executed by all of the Parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement between the Parties.

[Signature page follows.]

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement effective as of the date first above written.

**WESTPORT POWER INC.**

Per:   
Name: Ashoka Achuthan  
Title: Director

**CARRIER CORPORATION**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement effective as of the date first above written.

**WESTPORT POWER INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CARRIER CORPORATION**

Per: Tle  
Name: Tom Ondo  
Title: VP & GM

*[Confirmatory Assignment of Settlement Agreement]*