

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6265583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PURCHASE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TTI (MACAO COMMERCIAL OFFSHORE) LIMITED	01/28/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TECHTRONIC CORDLESS GP
<b>Street Address:</b>	100 INNOVATION WAY
<b>City:</b>	ANDERSON
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29621
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16516915
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	8642711592
<b>Email:</b>	usdocketing@dority-manning.com
<b>Correspondent Name:</b>	DORITY & MANNING, P.A.
<b>Address Line 1:</b>	PO BOX 1449
<b>Address Line 4:</b>	GREENVILLE, SOUTH CAROLINA 29602
<b>ATTORNEY DOCKET NUMBER:</b>	TIPE-74 (LGG 1107 PUS)
<b>NAME OF SUBMITTER:</b>	THOMAS D. HUYCKE
<b>SIGNATURE:</b>	/Thomas D. Huycke/
<b>DATE SIGNED:</b>	08/25/2020
<b>Total Attachments: 14</b>	
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## OUTDOOR PRODUCTS TECHNOLOGY PURCHASE AGREEMENT

### BETWEEN TOPTL AND TCGP

This **OUTDOOR PRODUCTS TECHNOLOGY PURCHASE AGREEMENT BETWEEN TOPTL AND TCGP** (this "Agreement") is made as of June 6, 2019 (the "Effective Date") between **Techtronic Outdoor Products Technology Limited** (hereafter referred to as "TOPTL"), a company incorporated under the laws of Bermuda whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda and a TTI Affiliate; and **Techtronic Cordless GP** (hereafter referred to as "TCGP"), a general partnership formed under the laws of the State of Nevada whose registered office is at 100 Innovation Drive, Anderson, South Carolina 29621 (collectively the "Parties"). The Parties agree as follows:

1. Purchase and Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOPTL hereby irrevocably sells, conveys, transfers, and assigns to TCGP all of TOPTL's right, title, and interest in and to the Outdoor Products Trademarks, Licensed Outdoor Products Trademark Rights, and the Assigned Agreements. The terms of the purchase are set forth on Exhibit A attached hereto and incorporated by this reference. All capitalized terms used, but not otherwise defined in this Agreement, have the meanings set forth on Exhibit A.
2. Ownership and Transfer of Rights. The parties to this Agreement acknowledge that TOPTL does and will hold legal title to the Outdoor Products Platform Non-Trademark Intellectual Property and that TCGP will have full beneficial economic ownership in the Outdoor Products Platform Non-Trademark Intellectual Property. As of the Effective Date, TOPTL hereby grants to TCGP, on an exclusive basis, perpetual, irrevocable (except in the event of breach), license to the economic rights associated with the Outdoor Products Platform Non-Trademark Intellectual Property, including the economic rights from using, selling, offering to sell, performing, displaying, reproducing, sublicensing, and distributing the Outdoor Products Platform Non-Trademark Intellectual Property. For the avoidance of doubt, subject to Exhibit A, TOPTL's rights and obligations under this Agreement will be freely transferable, provided that such transfer does not adversely impact the beneficial economic ownership of TCGP.
3. Limitations. This Agreement acknowledges that the Outdoor Products Platform Intellectual Property transferred herein is limited pursuant to the TTI (Macau Commercial Offshore) Ltd. License Agreement with certain U.S. affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate originals as of the Effective Date.

TECHTRONIC OUTDOOR PRODUCTS  
TECHNOLOGY LIMITED

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

Title: Director

Date: 28-Jan-2020

TECHTRONIC CORDLESS GP

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

Title: Manager

Date: 28-Jan-2020

Before me, **Robyn McLauchlan**  
a Notary Public in and for the Cayman  
Islands, this 28 day of January 2020

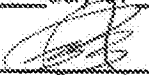
  
\_\_\_\_\_  
(My Commission expires on 31<sup>st</sup> January 2021)

Exhibit A  
Terms of Purchase

**1. DEFINITIONS**

- 1.1 Affiliate(s) of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms "controlling" and "controlled by" have meanings correlative to the foregoing.
- 1.2 Assigned Agreements means the agreements to which TOPTL is a party that are being assigned to TCGP and are listed in Appendix 1.
- 1.3 Change of Control means any transaction or series of related transactions (whether by merger, consolidation or sale or transfer of voting shares, capital stock, assets, or otherwise) as a result of which a Person not an Affiliate of TTI obtains ownership, directly or indirectly, (i) of shares or other capital stock which represent more than fifty percent (50%) of the total voting power in TCGP, or (ii) by lease, license, sale or otherwise, of all, or substantially all, of the assets of TCGP.
- 1.4 Confidential Information means any information disclosed by one party to the other in connection with this Agreement, whether in electronic, written, graphic, oral, machine readable or other tangible or intangible form, that is marked or identified at the time of disclosure as "Confidential" or "Proprietary" or in some other manner so as to clearly indicate its confidential nature.
- 1.5 Licensed Outdoor Products Patent Rights means Outdoor Products Patent licenses granted from non-TTI Affiliates to TOPTL (as listed in Appendix 2) and TOPTL's contractual rights thereto to sublicense to TTI Affiliates.
- 1.6 Licensed Outdoor Products Trademark Rights means Outdoor Products Trademark licenses granted from non-TTI Affiliates to TOPTL (as listed in Appendix 3) and TOPTL's contractual rights thereto to sublicense to TTI Affiliates.
- 1.7 Person means an individual, corporation, partnership, limited liability company, association, trust, incorporated organization, other entity or group.
- 1.8 Outdoor Products Intellectual Property Rights means the rights associated with the following:
- a. Trade secret rights and all other rights in or to confidential business or technical information, including rights in and to any new and useful process, manufacture, device, composition of matter, including any right to claim priority thereto;
  - b. Copyrights, copyright registrations and applications therefor and all other rights corresponding thereto;
  - c. Uniform Resource Locators, Web site addresses and domain names;

- d. Rights in databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of the United States or any other jurisdiction, whether registered or unregistered, and any applications for registration thereof; and
  - e. Any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.
- 1.9 Outdoor Products Patents means the rights associated with United States and foreign patents and applications therefore (including any continuations, continuations-in-part, divisionals, reissues, renewals, extensions, modifications or foreign counterparts for any of the foregoing); and industrial design rights and any registrations and applications therefore and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world owned by TOPTL (The Outdoor Products Patents filed or registered as of the Effective Date are listed in Appendix 4).
- 1.10 Outdoor Products Platform Intellectual Property means any and all Outdoor Products Patents, Outdoor Products Trademarks, Outdoor Products Intellectual Property Rights, Licensed Outdoor Products Patent Rights and Licensed Outdoor Products Trademarks Rights owned or controlled by TOPTL prior to the commencement of the Outdoor Products Technology Cost Sharing Agreement. For the avoidance of doubt any and all Outdoor Products Platform Intellectual Property owned or developed by TOPTL prior to the commencement of this Agreement is owned by TOPTL.
- 1.11 Outdoor Products Platform Non-Trademark Intellectual Property means any and all beneficial rights in Outdoor Products Patents, Outdoor Products Intellectual Property Rights, and Licensed Outdoor Products Patent Rights owned or controlled by TOPTL prior to the Effective Date of this Agreement.
- 1.12 Outdoor Products means any and all products that at any time incorporate or would otherwise infringe or misappropriate, in whole or in part, the Outdoor Products Platform Intellectual Property or the Developed Outdoor Products Intellectual Property. Outdoor Products include but are not limited to the following:
- a. Chainsaws; and
  - b. Pruners; and
  - c. String trimmers; and
  - d. Hedge trimmers; and
  - e. Edgers; and
  - f. Blowers; and
  - g. Pressure washers; and
  - h. Generators; and
  - i. Lawn mowers; and

- j. Field mowers; and
- k. Cultivators; and
- l. Batteries; and
- m. Log splitters; and
- n. Shredders; and
- o. Sprayers; and
- p. Grass shears; and
- q. Compressors; and
- r. Inverters; and
- s. Inverter Generators; and
- t. Snow Blowers; and
- u. Brush Cutters; and
- v. Pole Saws; and
- w. Sweepers; and
- x. Chargers; and
- y. Related accessories.

1.13 Outdoor Products Trademarks means the rights associated with trademarks, trade names, service marks, service names, trade dress rights and similar designations of origin and rights therein, and all goodwill symbolized thereby and associated therewith and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world owned by TOPTL (the Outdoor Products Trademarks filed or registered as of the Effective Date are listed in Appendix 5).

1.14 Subsidiary or Subsidiaries means any corporation, partnership or other legal entity of which a Person owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests the holder of which is generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

1.15 TTI means Techtronic Industries Company Limited; a Hong Kong publicly traded company.

## **2. OUTDOOR PRODUCTS PLATFORM NON-TRADEMARK INTELLECTUAL PROPERTY**

2.1 Sublicensing

TCGP may grant royalty-free sublicenses with respect to the Outdoor Products Platform Non-Trademark Intellectual Property, so long as such sublicense has terms consistent with the terms of this Agreement. In addition, TCGP's sublicensees may grant royalty-bearing or royalty-free sublicenses so long as such sublicense has terms consistent with the terms of this Agreement. Further, TCGP hereby grants back to TOPTL, as sublicensee, a non-exclusive, royalty-free, fully-paid up license to use the Outdoor Products Platform Non-Trademark Intellectual Property.

## 2.2 Delivery

Upon the Effective Date, and therefore if appropriate, TOPTL shall make available to TCGP such documentation and other elements of the Outdoor Products Platform Non-Trademark Intellectual Property as reasonably necessary or appropriate for TCGP to exercise the rights granted herein.

## 3. CONSIDERATION

### 3.1 Purchase Price

TCGP shall pay to TOPTL the amounts set forth on Appendix 6 pursuant to the terms set out therein (the "Payment") as full consideration for the assignment set forth Section 1 of the Agreement.

### 3.2 Consideration Deliverable

TCGP shall deliver to TOPTL a ten-year, interest only, note payable in a form as set forth in Appendix 7, for the amount set forth in Appendix 6, bearing interest at a rate of 3.25%, payable semi-annually on June 15 and December 15. The note payable herein may be rolled-over for such period of time and at such interest rate as determined by TOPTL or its assigns. TCGP's obligation to pay the principal and interest due on the note payable is fully collateralized by the Outdoor Products Platform Intellectual Property. See the Note Payable Agreement Term Sheet for further for further credit enhancement details.

## 4. CONFIDENTIALITY

### 4.1 Confidentiality

Except as otherwise expressly provided herein, the Parties agree that they shall not, except as expressly provided in this Section 3, disclose to any third party, or use for any purpose, any Confidential Information pursuant to this Agreement, except in each case to the extent that it can be established by the relevant party by competent proof that such information:

- a. was already known to the relevant party, other than under an obligation of confidentiality, at the time of disclosure;
- b. was generally available to the public or otherwise part of the public domain at the time of its disclosure to the relevant party;



- c. became generally available to the public or otherwise part of the public domain after it disclosure and other than through any act or omission of the relevant party in breach of this agreement;
- d. was independently developed by the relevant party without use of, or reference to, the other party's confidential information, as demonstrated by documented evidence prepared contemporaneously with such independent development; or
- e. was disclosed to the relevant party, other than under an obligation of confidentiality, by a third party authorized and entitled to disclose such information to others.

Confidential Information shall not be considered within the above exceptions merely because the Confidential Information is embraced by more general information within the exceptions. Any combination of features of Confidential Information shall not be considered within the above exceptions merely because individual features, as opposed to the combination itself and its principles of operation, are within the exception.

#### 4.2 Permitted Use and Disclosures

Notwithstanding the restrictions of Section 3.1, the Parties hereto may (a) use Confidential Information disclosed to it by the other to the extent necessary for that party to perform its obligations set forth herein and (b) use or disclose Confidential Information disclosed to it by the other party to the extent such use or disclosure is reasonably necessary in (i) exercising the rights and licenses granted hereunder, (ii) prosecuting or defending litigation, (iii) complying with applicable laws, governmental regulations or court orders or submitting information to tax or other governmental authorities, (iv) preparing, filing and prosecuting patent applications, or (v) making a permitted sublicense or otherwise exercising license rights expressly granted pursuant to this Agreement; in each case, provided that if a party is required to make any such disclosure, other than pursuant to a confidentiality agreement, it will give reasonable advance notice to the applicable party of such disclosure and will use reasonable efforts to secure confidential treatment of such information (whether through protective order or otherwise), except to the extent inappropriate with respect to patent applications.

### 5. GENERAL PROVISIONS

- 5.1 Nominee. TCGP may, at its discretion, direct TOPTL to hold legal title of all or part of the Outdoor Products Platform Intellectual Property as TCGP's nominee. If TCGP appoints TOPTL as its nominee for this purpose, TCGP may terminate the nominee arrangement at any time by written notification to TOPTL.
- 5.2 Governing Law. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the state of New York, United States exclusively, without regard to conflict of law provisions.
- 5.3 No Implied Licenses. Only the licenses granted pursuant to the express terms of this Agreement shall be of any legal force or effect. No other license rights shall be created by implication, estoppel or otherwise.

- 5.4 Waiver. It is agreed that no waiver by any party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 5.5 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect to the fullest extent permitted by law without said provision, and the Parties shall amend this Agreement to the extent feasible to lawfully include the substance of the excluded term to as fully as possible realize the intent of the parties and their commercial bargain.
- 5.6 Notices. All notices, requests and other communications hereunder shall be in writing and shall be hand delivered, or sent by express delivery service with confirmation of receipt, or sent by registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission (with written confirmation copy by registered first-class mail), in each case to the respective address first indicated above, or such addresses as may be changed from time to time upon written notice. Any such notice shall be deemed to have been given when received.
- 5.7 Force Majeure. No party shall lose any rights hereunder or be liable to any other party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, act of terrorism, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence, intentional conduct or misconduct of the non-performing party and such party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a party be required to settle any labor dispute or disturbance.
- 5.8 Headings; Construction. The captions to the several Sections hereof are not part of this Agreement, but are included merely for convenience of reference and shall not affect its meaning or interpretation. As used in this Agreement, the word "including" means "including without limitation."
- 5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
- 5.10 Independent Contractors. TOPTL and TCGP are independent contractors for purposes of this Agreement. This Agreement does not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, master and servant, or principal and agent between the Parties. Neither party will have, nor represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party without such other party's written consent.
- 5.11 Complete Agreement. This Agreement constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and all prior agreements respecting the subject matter hereof, either written or oral, express or implied, shall be abrogated, canceled, and are null and void and of no effect. No amendment or change hereof or addition hereto shall be effective or binding on any of

the Parties hereto unless reduced to writing and executed by the respective duly authorized representatives of TOPTL and TCGP.

- 5.12 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.
- 5.13 Regarded Transaction. TOPTL, for U.S. tax purposes, has made a Form 8832 “check-the-box” election (See Appendix 8) to be treated as a corporation with effect from June 1, 2019. Accordingly, this Agreement shall be treated as a regarded transaction for U.S. tax purposes.

## Appendix 1

### Assigned Agreements

- TOPTL agrees to sell, assign, grant, convey and transfer all of its rights and delegate all of its obligations under that certain Restatement of Floor Care Cost Sharing Agreement dated as of January 15, 2014 to TCGP in a separate instrument effective as of the Effective Date of this Agreement.
- Contract Research and Development Agreement between TOPTL and Homelite Consumer Products, Inc. dated November 17, 2014
- Contract Research and Development Agreement between TOPTL and Techtronic Product Development Ltd. dated November 17, 2014
- Outdoor Products Platform Intellectual Property and Developed Outdoor Products Intellectual Property and Floor Care Platform Intellectual Property and Developed Outdoor Products Intellectual Property (as those terms are defined in the CSA)
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and OWT Industries, Inc.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Royal Appliance Mfg. Co.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Baja, Inc.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Homelite Consumer Products, Inc.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Hart Consumer Products Inc.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Hoover, Inc.
- TTI MCO License Agreement to U.S. Operating Affiliates between TTI Macao and Techtronic Industries Factory Outlet Inc.

**Appendix 2**  
**Outdoor Products Patent Licenses**

**Appendix 3**  
**Outdoor Products Trademark Licenses**

**Appendix 4**  
**Outdoor Products Patents**

Reference No.	Country	Application Number	Application Date	Registration Number	Registration Date	Title
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LGG 1107 PUS	United States	16/516915	20-Jul-19	-	-	Outdoor Surface Treating Apparatus And Associated Accessory Tool Assembly
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