

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6572116

| | | |
|---|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JOHNSON CONTROLS TECHNOLOGY COMPANY | 04/30/2019 |
| RECEIVING PARTY DATA | | |
| Name: | CPS TECHNOLOGY HOLDINGS LLC | |
| Street Address: | 250 VESEY STREET, 15TH FLOOR | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10281 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 29771667 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (608)283-1709 | |
| <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> | | |
| Phone: | 608-257-9521 | |
| Email: | docket_patents@boardmanclark.com | |
| Correspondent Name: | BOARDMAN & CLARK LLP | |
| Address Line 1: | 1 S. PINCKNEY ST., STE. 410 | |
| Address Line 4: | MADISON, WISCONSIN 53703 | |
| ATTORNEY DOCKET NUMBER: | 57501-2646 | |
| NAME OF SUBMITTER: | SHELDON L. WOLFE | |
| SIGNATURE: | /sheldon l wolfe/ | |
| DATE SIGNED: | 02/25/2021 | |
| Total Attachments: 5 | | |
| source=Assignment_PantherPart_JCTCtoCPS (A4031413x9DEB4)#page1.tif | | |
| source=Assignment_PantherPart_JCTCtoCPS (A4031413x9DEB4)#page2.tif | | |
| source=Assignment_PantherPart_JCTCtoCPS (A4031413x9DEB4)#page3.tif | | |
| source=Assignment_PantherPart_JCTCtoCPS (A4031413x9DEB4)#page4.tif | | |
| source=Assignment_PantherPart_JCTCtoCPS (A4031413x9DEB4)#page5.tif | | |

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated as of April 30, 2019 ("Effective Date"), is entered into by and between Johnson Controls Technology Company, a Michigan corporation, with offices at 40600 Ann Arbor Road, Suite 201, Plymouth, Michigan 48170-4675 ("Assignor") and CPS Technology Holdings LLC, a Delaware limited liability company, with offices at 250 Vesey Street, 15th Floor, New York, New York 10281 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Johnson Controls International plc ("Seller") and BCP Acquisitions LLC ("Purchaser") have entered into a Stock and Asset Purchase Agreement, dated as of November 13, 2018 (as amended or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Seller has agreed to, and to cause the other Seller Entities (including Assignor) to, sell, assign, transfer and convey to Purchaser, among other things, all of Seller's and the other Seller Entities' right, title and interest in and to all Transferred Intellectual Property, including the patents, patent applications, designs, and design applications set forth on Schedule A attached hereto (the "Patents and Designs");

WHEREAS, on April 29, 2019 Purchaser assigned to Panther BF Aggregator 2 LP ("Parent Purchaser") and other Affiliates (as defined hereinafter) of Purchaser including the Assignee, certain rights and obligations under the Purchase Agreement (the "Master Assignment");

WHEREAS, pursuant to the Master Assignment, Purchaser, among other things, assigned to Assignee the Purchaser's right to purchase or otherwise acquire from Assignor, all of the Patents and Designs;

WHEREAS, in connection with the Purchase Agreement, Assignor and Assignee have entered into an Asset Purchase and Sale Agreement, dated as of April 30, 2019 (the "APSA"); and

WHEREAS, Assignor is executing this Assignment pursuant to the APSA and Section 2.8(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

Section 2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, (i) all of Assignor's right, title, and interest in, to, and under the Patents and Designs, together with (A) all issued patents and design rights that are or may be secured from any applications included in the Patents and Designs, now or hereafter in effect,

(B) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, revivals, re-examinations, renewals, of any of the foregoing, and (C) any other patents, patent applications, designs, or design applications from which any Patents and Designs claim priority and any and all inventions disclosed in any of the foregoing (clauses (A)-(C), collectively, the "Assigned Rights") and (ii) any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim to the extent arising from the rights in clause (i) that are available to or being pursued by Assignor against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date. For clarity, with respect to any jointly owned Patents and Designs, the assignment in this Section 2 is made solely with respect to Assignor's rights in the Patents and Designs (and the accompanying Assigned Rights) and does not assign or otherwise transfer any rights of any other joint owner of the Patents and Designs (and the accompanying Assigned Rights) to Assignee.

Section 3. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the assigned rights above.

Section 4. Agreement Governs. Nothing contained herein shall in any way modify the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Purchase Agreement shall not be superseded or expanded hereby and shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Further, all rights in any Transferred IP that is not Registered Intellectual Property are simultaneously transferred to Purchaser pursuant to that certain Bill of Sale.

Section 5. Counterparts. This Assignment may be executed in counterparts.

Section 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's principles of conflicts of law.

Section 7. Further Assurances. Without limiting Assignor's obligations under the Purchase Agreement, Assignor shall take all further actions and execute all further documents as are reasonably requested by Assignee to effect and record this Assignment with all applicable authorities.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

JOHNSON CONTROLS TECHNOLOGY
COMPANY

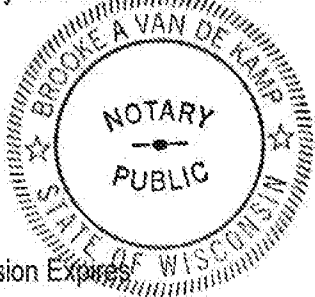
By: [Signature]
Name: Michael R. Peterson
Title: President

STATE OF Wisconsin)
COUNTY OF Milwaukee) ss.

On April 16, 2019, before me, Brooke Van de Kamp, Notary Public, personally appeared Michael Peterson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



My Commission Expires

1/2/2021

Brooke A Van de Kamp
Notary Public
Brooke A Van de Kamp
(Type or print name)

[Signature Page to Assignment of Patents (WC700 to Brookfield (US))]

PATENT
REEL: 055416 FRAME: 0769

CPS TECHNOLOGY HOLDINGS LLC

By:

Kristen Haase
Name: Kristen Haase

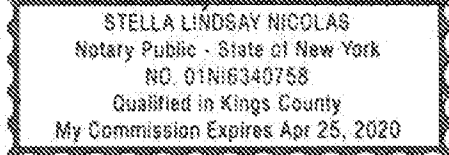
Title: Vice President and Secretary

STATE OF NEW YORK)

COUNTY OF New York) ss.

On _____, 2019, before me, Stella Nicolas Notary Public, personally appeared Kristen Haase, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Stella Nicolas
Notary Public

Stella Nicolas
(Type or print name)

(Seal)

My Commission Expires

| | | | | | | | | |
|-------------|----|-----------------|-------------------|------------|----------|------------|--|-------------------------------------|
| 1SPS058-US | US | Utility - ORG | 14/850,728 | 09/10/2015 | 10249916 | 04/02/2019 | Connector Barrel For A Battery Module | Johnson Controls Technology Company |
| 1SPS058-US2 | US | Design - ORG | 29/683,626 | 03/14/2019 | | | Battery Module Connector Barrel | Johnson Controls Technology Company |
| 1SPS058-US3 | US | Utility - CIP | 16/353,539 | 03/14/2019 | | | Connector Barrel For A Battery Module | Johnson Controls Technology Company |
| 1SPS058-WO2 | WO | Utility - ORG | PCT/US2019/022277 | 03/14/2019 | | | Connector Barrel For A Battery Module | Johnson Controls Technology Company |
| 1SPS059-CN | CN | Utility - NSPCT | 201680029599.9 | 02/14/2016 | | | System and Method for a Reinforcement Column Within a Module Body | Johnson Controls Technology Company |
| 1SPS059-EP | EP | Utility - NSPCT | 16711916.3 | 02/14/2016 | | | Systems and Methods for a Reinforcement Column Within a Module Body | Johnson Controls Technology Company |
| 1SPS059-US | US | Utility - ORG | 14/815,372 | 07/31/2015 | | | System and Method for a Reinforcement Column Within a Module Body | Johnson Controls Technology Company |
| 1SPS060-US | US | Utility - ORG | 14/835,626 | 08/25/2015 | | | Welding Process For Sealing A Battery Module | Johnson Controls Technology Company |
| 1SPS061-CN | CN | Utility - NSPCT | 2016S0063717.8 | 08/17/2016 | | | Systems And Methods For Bending Metal Parts To The Polymer Packaging Of A Battery Module | Johnson Controls Technology Company |
| 1SPS061-EP | EP | Utility - NSPCT | 16763125.8 | 08/17/2016 | | | Systems And Methods For Bending Metal Parts To The Polymer Packaging Of A Battery Module | Johnson Controls Technology Company |