

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6755747

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JOHNSON CONTROLS TECHNOLOGY COMPANY	04/30/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CPS TECHNOLOGY HOLDINGS LLC	
<b>Street Address:</b>	250 VESEY STREET, 15TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10281	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17331316
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	6082579521	
<b>Email:</b>	docket_patents@boardmanclark.com	
<b>Correspondent Name:</b>	BOARDMAN & CLARK LLP	
<b>Address Line 1:</b>	1 S. PINCKNEY ST., STE. 410	
<b>Address Line 4:</b>	MADISON, WISCONSIN 53703	
<b>ATTORNEY DOCKET NUMBER:</b>	57501-2681	
<b>NAME OF SUBMITTER:</b>	SHELDON L. WOLFE	
<b>SIGNATURE:</b>	/sheldon l wolfe/	
<b>DATE SIGNED:</b>	06/10/2021	
<b>Total Attachments: 6</b>		
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## 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

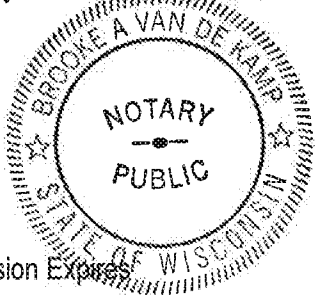
By: [Signature]  
Name: Michael R. Peterson  
Title: President

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

[Signature]  
Notary Public

Brooke A Van de Kamp  
(Type or print name)

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

PATENT  
REEL: 056502 FRAME: 0242

CPS TECHNOLOGY HOLDINGS LLC

By:

Kristen Haase  
Name: Kristen Haase

Title: Vice President and Secretary

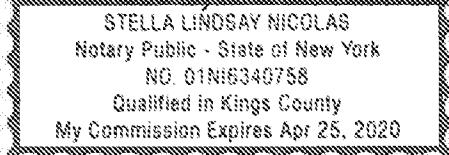
STATE OF NEW YORK )

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

14PS076-CN	CN	Utility - NSPCT	201580057057.8	06/22/2015				Battery System Bi-Stable Relay Control	Johnson Controls Technology Company
14PS076-EP	EP	Utility - NSPCT	15741659.5	06/22/2015				Battery System Bi-Stable Relay Control	Johnson Controls Technology Company
14PS076-US	US	Utility - ORG	14/502,158	09/30/2014				Battery System Bi-Stable Relay Control	Johnson Controls Technology Company
14PS077-CN	CN	Utility - NSPCT	201580056659.1	06/23/2015				Battery Module Short Circuit Protection	Johnson Controls Technology Company
14PS077-EP	EP	Utility - NSPCT	15741662.9	06/23/2015				Battery Module Short Circuit Protection	Johnson Controls Technology Company
14PS077-US	US	Utility - ORG	14/502,321	09/30/2014	10033213		07/24/2018	Battery Module Short Circuit Protection	Johnson Controls Technology Company
14PS077-US2	US	Utility - CON	16/041,508	07/20/2018				Battery Module Short Circuit Protection	Johnson Controls Technology Company
14PS078-CN	CN	Utility - NSPCT	201580056666.1	08/27/2015				Integrated Connector Having Sense and Switching Conductors for A Relay Used In A Battery Module	Johnson Controls Technology Company
14PS078-EP	EP	Utility - NSPCT	15771311.6	08/27/2015				Integrated Connector Having Sense and Switching Conductors for A Relay Used In A Battery Module	Johnson Controls Technology Company
14PS078-US	US	Utility - ORG	14/502,732	09/30/2014	9947497		04/17/2018	Integrated Connector Having Sense and Switching Conductors for A Relay Used In A Battery Module	Johnson Controls Technology Company

14PS078-US2	US	Utility - DIV	15/913,436	03/06/2018				Integrated Connector Having Sense And Switching Conductors For A Relay Used In A Battery Module	Johnson Controls Technology Company
14PS079-CN	CN	Utility - NSPCT	201580064011.9	11/03/2015				Scalable Modular Design of 48-Volt Li-Ion Battery Management System	Johnson Controls Technology Company
14PS079-EP	EP	Utility - NSPCT	15857647.0	11/03/2015				Scalable Modular Design of a 48-volt Li-ion Battery Management System	Johnson Controls Technology Company
14PS079-US	US	Utility - NSPCT	15/524,190	11/03/2015				Scalable Modular Design of a 48-volt Li-ion Battery Management System	Johnson Controls Technology Company
14PS081-CN	CN	Utility - NSPCT	201580057895.5	06/23/2015				Battery Module Thermal Management Features for Internal Flow	Johnson Controls Technology Company
14PS081-EP	EP	Utility - NSPCT	15747260.6	06/23/2015				Battery Module Thermal Management Features for Internal Flow	Johnson Controls Technology Company
14PS081-US	US	Utility - ORG	14/502,876	09/30/2014				Battery Module Thermal Management Features for Internal Flow	Johnson Controls Technology Company
14PS082-CN	CN	Utility - NSPCT	201580057072.2	06/23/2015				Battery Module Compressed Cell Assembly	Johnson Controls Technology Company
14PS082-EP	EP	Utility - NSPCT	15745279.8	06/23/2015				Battery Module Compressed Cell Assembly	Johnson Controls Technology Company