

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSATA TECHNOLOGIES, INC.		07/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LTI HOLDINGS, INC.		
Street Address:	5960 Inglewood Drive, Suite 115		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4001609	QINEX	
CORRESPONDENCE DATA			
Fax Number:	3175924226		
<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:	3172365882		
Email:	ipdocket@icemiller.com, erica.clark@icemiller.com		
Correspondent Name:	Ice Miller/Holiday W. Banta		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	10/07/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 1, 2022, is made by Sensata Technologies, Inc., a Delaware corporation ("**Seller**"), in favor of LTI Holdings, Inc., a Delaware corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of May 27, 2022 (the "**Asset Purchase Agreement**").

WHEREAS, Seller is the owner of the trademark registrations identified in the attached Schedule 1 (the "**Trademarks**");

WHEREAS, under the terms of the Asset Purchase Agreement, Seller agreed to sell, transfer, and assign to Buyer and Buyer has agreed to purchase and assume from Seller certain specified assets, including the Trademarks.

NOW THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Seller hereby assigns, transfers and delivers to Buyer, irrevocably and exclusively throughout the world, and Buyer does hereby accept from Seller, all of Seller's right, title and interest in and to the Trademarks, including all goodwill associated therewith and symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Trademarks. The Trademarks are being assigned as part of the entire business or portion thereof to which the Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Buyer as the Buyer of all of Seller's right, title and interest in, to and under the Trademarks and to deliver to Buyer, and to Buyer's attorneys, agents, successors or assigns, all official documents and communications. Buyer Seller shall, from time to time, at the request of Buyer, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Buyer or its successors and assigns to effect, register or maintain the Trademarks.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded

hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The exchange of signature pages to this Agreement (in counterparts or otherwise) by electronic mail transmission, .pdf scan or other electronic transmission (including via www.docuSign.com) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and all claims or causes of action based upon, arising out of, or related to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Headings; Construction. The headings of the articles, sections and paragraphs of this Trademark Assignment have been inserted for convenience of reference only and shall not be deemed to be part of this Trademark Assignment.

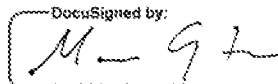
8. Severability. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Trademark Assignment shall be deemed prohibited or invalid under such applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Trademark Assignment.

9. Entire Agreement. This Trademark Assignment and the Exhibits attached hereto, together with the Asset Purchase Agreement, Transaction Documents and Confidentiality Agreement, constitute the full and entire understanding and agreement among the Buyer Parties and the Seller Parties with respect to the subject matters hereof and thereof, and any and all other written or oral agreements existing prior to or contemporaneously herewith are expressly superseded and canceled.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

Sensata Technologies, Inc., a Delaware corporation

By:  DocuSigned by:
652E5B3073C84CE

Name: Mariel G. Freve

Title: Director

Address for Notices:

529 Pleasant Street

Attleboro, MA 02703

Attention: Legal Department

Email: chieflegalofficer@sensata.com

AGREED TO AND ACCEPTED:

LTI Holdings, Inc., a Delaware corporation

By: _____

Name:

Title:

Address for Notices:

5960 Inglewood Drive, Suite 115

Pleasanton, CA 94588

Attention: General Counsel

E-mail: jj.shives@boydcorp.com

AGREED TO AND ACCEPTED:

LTI Holdings, Inc., a Delaware corporation

DocuSigned by:

By: _____

Name: Douglas Britt

Title: President and Chief Executive Officer

Address for Notices:

5960 Inglewood Drive, Suite 115

Pleasanton, CA 94588

Attention: General Counsel

E-mail: jj.shives@boydcorp.com

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007871 FRAME: 0976

SCHEDULE 1

Assigned Trademark

Mark	Application Number	Registration Number	Application Date	Registration Number	Registration Date
QINEX	85/159,951	4,001,609	October 25, 2010	4001609	May 10, 2011