

10-18-02

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(Rev. 03/01)  
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10-18-2002

U. S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record and forward original documents or copy thereof.

1. Name of conveying party(ies):

WABTEC HOLDING CORP.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: November 1, 2001

2. Name and address of receiving party(ies)

Name: General Electric Company

Internal Address:

Street Address: One River Road

City: Schenectady State: NY Zip: 12309

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

(see attached Schedule A)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carl Rowold

Internal Address:

GE Transportation Systems

Street Address:

2901 East Lake Road, Bldg. 14-500

City: Erie State: PA Zip: 16531

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 215

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David L. Howard

Signature

Date

10/21/2002 DBYRNE 00000143 191345 5337709

Total number of pages including cover sheet, attachments, and document: 9

01 FC:8021 320.00 OP Mail documents to be recorded with required cover sheet information to:  
02 FC:8023 105.00 CH 15.00 OP Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 013184 FRAME: 0381

## **SCHEDULE A**

<b>U.S. Patent Number</b>	<b>Title</b>
5,337,709	One Piece Cylinder Liner Including a Draftless Water Jacket
5,465,778	Method of Casting One Piece Cylinder Liner Incorporating a Draftless Water Jacket
5,361,730	One Piece Cylinder Head and Liner Including a Draftless Water Jacket
5,515,770	Piston Having Laser Hardened Primary Compression Ring Groove and Method of Making Same
5,301,423	One Piece Cylinder Head and Liner Including a Draftless Water Jacket and Method for Making Same
5,610,819	Maxitrax - System for Enhancing Wheel Traction in a Locomotive by Reapplication of Excitation Using an S-Shaped Curve
5,964,605	Connector Assembly with Ejector
D370,712	Two Piece Water Jacket Passage Forming Cylinder Liner Core

**ASSIGNMENT**

This Assignment, effective this 1st day of November, 2001, is by and between WABTEC HOLDING CORP., a Delaware corporation, having a place of business at 1001 Air Brake Avenue, Wilmerding, PA 15148 (hereinafter referred to as "ASSIGNOR") and GENERAL ELECTRIC COMPANY, a New York Corporation, through its GE TRANSPORTATION SYSTEMS business, having a business address of 2901 East Lake Road, Bldg. 14-500, Erie, PA 16531 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a Purchase Agreement dated July 24, 2001 ("Purchase Agreement") pertaining to the sale and purchase of certain assets and liabilities of ASSIGNOR, including Intellectual Property Relating to the Business (as defined in the Purchase Agreement), including the intellectual property assets as set forth in Schedule 2.1(e) to the Purchase Agreement (hereinafter referred to collectively as the "Intellectual Property").

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE the entire right, title and interest in and to the Intellectual Property, including (a) with respect to the patents set forth on the attached Exhibit A, all inventions disclosed in such patents, any and all related letters patent of the U.S. or any foreign countries which may be or have been issued on such inventions, and all divisions, re-issues, and continuations thereof, and (b) the right to sue and collect damages for any past or future infringements of such Intellectual Property by third parties.

ASSIGNOR HEREBY COVENANTS that upon the reasonable request of ASSIGNEE, ASSIGNOR agrees to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits reasonably necessary to

confirm and perfect the transfer of such Intellectual Property to ASSIGNEE in the appropriate administrative agencies in the U.S. and foreign countries. Any and all reasonable out-of-pocket expenses, excluding attorneys' fees, directly incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns) provided, however, that ASSIGNOR has obtained the prior written consent of ASSIGNEE (or its successors or assigns) to incur the expense for which ASSIGNOR seeks payment.

ASSIGNEE hereby confirms, agrees to and accepts this Assignment of Intellectual Property.

WABTEC HOLDING CORP.

By: *Robert J. Brooks*

Name: Robert J. Brooks

Title: Vice President and Secretary

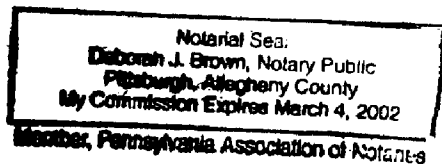
Date: October 29, 2001

Sworn to and subscribed

before me this 29<sup>th</sup> day of October, 2001

*Deborah J. Brown*

Notary Public



GENERAL ELECTRIC COMPANY,  
through its GE TRANSPORTATION SYSTEMS business

By: W B Tuck

Name: David B. Tuck

Title: General Manager, Global Service Operations

Date: November 1, 2001

Sworn to and subscribed

before me this 1st day of November, 2001

Phyllis A. Maio

Notary Public

Phyllis A. Maio, Notary Public,  
STATE OF OHIO - Commission Expires 03/31/2003

**Exhibit A****PATENTS**

<b><u>Description</u></b>	<b><u>Owner</u></b>	<b><u>Jurisdiction/ Number</u></b>
One Piece Cylinder Head and Liner Including a Draftless Water Jacket	Clark*	Poland 174808
One Piece Cylinder Liner Including a Draftless Water Jacket	Clark*	Poland 173743
One Piece Cylinder Liner Including a Draftless Water Jacket	Clark*	Taiwan 079172
One Piece Cylinder Head and Liner Including a Draftless Water Jacket and Method for Making Same	Clark*	Poland 176579
One Piece Cylinder Head and Liner Including a Draftless Water Jacket and Method for Making Same	Clark*	KOR 216767
One Piece Cylinder Head and Liner Including a Draftless Water Jacket and Method for Making Same	Clark*	CAN AP 2,144,085
One Piece Cylinder Liner and Method of Casting Incorporating a Draftless Water Jacket	Clark*	Poland 174807
One Piece Cylinder Liner Including a Draftless Water Jacket	Wabtec Holding Corp.	US 5,337,709
Method of Casting One Piece Cylinder Liner Incorporating a Draftless Water Jacket	Wabtec Holding Corp.	US 5,465,778
One Piece Cylinder Head and Liner Including a Draftless Water Jacket	Wabtec Holding Corp.	US 5,361,730
Piston Having Laser Hardened Primary Compression Ring Groove and Method of Making Same	Wabtec Holding Corp.	US 5,515,770
One Piece Cylinder Head and Liner Including a Draftless Water Jacket and Method for Making Same	Wabtec Holding Corp.	US 5,301,423

<u>Description</u>	<u>Owner</u>	<u>Jurisdiction/ Number</u>
Maxitray - System for Enhancing Wheel Traction in a Locomotive by Reapplication of Excitation Using an S-Shaped Curve	Wabtec Holding Corp.	US 5,610,819
Connector Assembly With Ejector	Wabtec Holding Corp.	US 5,964,605
Two Piece Water Jacket Passage Forming Cylinder Liner Core	Wabtec Holding Corp.	US D370,712

\*Name change to Wabtec Holding Corp. pending.