

07-02-2003



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RECORDATION FORM COVER SHEET

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

PATENTS ONLY

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

1. Name of conveying party(ies):

Westinghouse Brake and Signal Holdings Limited

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Knorr-Bremse Management (U.K.) Limited

Internal Address: _____

Street Address: _____

1 Fleet Street

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: April 21, 2000City: London, England EC4M 7WSCountry: United Kingdom Zip: _____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 new application is: _____

A. Patent Application No.(s):

08/617,913 filed July 15, 1996

B. Patent No.(s):

5,845,579 issued December 8, 1998Additional numbers attached? ☐ Yes ☒ No

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

Name: Carl E. Moore, Jr.
MARSHALL, GERSTEIN & BORUNInternal Address: Atty. Dkt.: 30678/33183Street Address:
233 S. Wacker Drive, Suite 6300
Sears TowerCity: Chicago State: IL Zip: 60606-6357

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

13-2855

(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.*Carl E. Moore, Jr. - Reg. No. 26,487

Name of Person Signing

CEM

Signature

June 27, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 11

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I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: June 27, 2003Signature: CEM (Carl E. Moore, Jr.)PATENT
REEL: 014215 FRAME: 0096

Patent assignment

- (1) Westinghouse Brake & Signal Holdings Limited
- (2) Knorr-Bremse Management (UK) Limited

Dated 21 APRIL 2000

KZG-1058

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Between:

- (1) **Westinghouse Brake & Signals Holding Limited** (company number: 16033) whose registered office is at Invensys House, Carlisle Place, London SW1P 1BX ("**the Assignor**");
- (2) **Knorr-Bremse Management (UK) Limited** (company number: 3974921) whose registered office is at 1 Fleet Street London EC4M 7WS ("**the Assignee**").

Background:

The Assignor is the registered proprietor or beneficial owner of the Intellectual Property and has entered into an Asset and Share Purchase Agreement for the sale of certain assets, including inter alia the Intellectual Property, currently owned by the Assignor and under that Asset and Share Purchase Agreement it has agreed to assign the Intellectual Property to the Assignee (defined terms are as set out in Schedule 2 to this Assignment).

It is agreed as follows:

1. **Definitions and interpretation**

Unless the context otherwise requires the definitions and interpretation set out in Schedule 2 shall be used in this Assignment.

2. **Assignment**

2.1 Pursuant to the Asset and Share Purchase Agreement, and in consideration of the payment of £1 from the Assignee to the Assignor, receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and transfers to the Assignee:

- (a) the Patents including the right to apply for patent protection in relation to the inventions in respect of which the Patents are granted in any part of the world;
- (b) all right, title, property and interest that the Assignor has in the remaining Intellectual Property; and
- (c) the right to sue for and recover damages in respect of all infringements and threatened infringements of the Intellectual Property prior to the date of this Assignment.

3. **Further assurance and transfer of records**

3.1 The Assignor shall at the reasonable request and expense of the Assignee execute any further documents and carry out any acts which may be necessary to give effect to this Assignment.

- 3.2 The Assignor will as soon as practicable transfer to the Assignee all its files and records (including those in the possession of its agents) relating to the filing, prosecution and maintenance of the Trade Marks and the Patents.

4. **Waiver**

- 4.1 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Assignment by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 4.2 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Assignment or otherwise.

5. **Severance**

To the extent that any provision of this Assignment is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Assignment, it shall not affect the enforceability of the remainder of this Assignment nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

6. **Entire Agreement**

This Assignment and the Asset and Share Purchase Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Assignment.

7. **Governing law and jurisdiction**

- 7.1 This Assignment shall be governed by and construed in accordance with English law.
- 7.2 Each of the parties irrevocably submits for all purposes in connection with this Assignment to the exclusive jurisdiction of the courts of England.

This Assignment has been signed on the date appearing at the head of page 1.

Schedule 1

Details of the Patents

(as set out in the annexed schedule)

APPLN. NO.	SERIAL NO.	SUBJECT	FILED	STATUS	YEAR	CASE NO.
Canadian Applicant Westinghouse	PAT 298391 Brake & Signal Co. Ltd.	Multi-level access device (DO) Case ref BR3678	7. 3.78	Renewal due Expiry	NONE 10* 1*01	95/63678000
United States Applicant Westinghouse	PAT 134764 Brake & Signal Co. Ltd (CU)	Snow brake Case ref BR3830	28. 3.80	Renewal due Expiry	28* 3*00	95/63830000
Canadian Applicant Westinghouse	PAT 410461 Brake & Signal Co. Ltd.	Control Valve (Modular Triple) (Z2) (BR) Case ref BR3932	31. 8.82	Renewal due Expiry	NONE 3* 6*03	91/63932000
Canadian Applicant Westinghouse	PAT 419655 Brake & Signal Co. Ltd.	Snow Brake II (BR) Case ref BR4106	18. 1.83	Renewal due Expiry	NONE 30* 9*03	91/64106000
Canadian Applicant Westinghouse	PAT 439681 Brake & Signal Co. Ltd.	Brak. Systems/Railway Vehicles (BR) Case ref BR4116/4117	25.10.83	Renewal due Expiry	NONE 24* 3*04	95/64116000
Canadian Applicant Westinghouse	PAT 453349 Brake & Signal Co. Ltd.	Stepping Motor - BP Brake (BR) Case ref BR4138	2. 5.84	Renewal due Expiry	NONE 27* 1*04	91/64138000
United States Applicant Westinghouse	PAT 696583 Brake & Signal Co. Ltd.	Improv. D.B. Sharing Systems (BR) Case ref BR4191	31. 1.85	Renewal due Expiry	31* 1*05	95/64191005
Singapore Applicant Westinghouse	RGSTN 8890217-6 Brake & Signal Co. Ltd.	Improv. D.B. Sharing Systems (BR) Case ref BR4191	11.11.87	Renewal due Expiry	11* 2*01 11* 2*05	95/64191006
Canadian Applicant Westinghouse	PAT 474127 Brake & Signal Co. Ltd.	Improv. D.B. Sharing Systems (BR) Case ref BR4191	12. 2.85	Renewal due Expiry	NONE 5* 1*05	95/64191017
United Kingdom Applicant Westinghouse	PAT 8503476 Brake & Signal Co. Ltd.	Brake control system (BR) Case ref BR4191	11. 2.85	Renewal due Expiry	11* 2*01 11* 2*05	95/64191022
Hong Kong Applicant Westinghouse	RGSTN 904/1988 Brake & Signal Co. Ltd.	Improv. D.B. Sharing Systems (BR) Case ref BR4191	11.11.87	Renewal due Expiry	11* 2*01 11* 2*05	95/64191021
Canadian Applicant Westinghouse	PAT 478416 Brake & Signal Co. Ltd.	Emergency door release (DO) Case ref DO4200	4. 4.85	Renewal due Expiry	NONE 14* 3*06	91/64200001
Canadian Applicant Westinghouse	PAT 454104 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4206	11. 5.84	Renewal due Expiry	NONE 13* 1*04	95/64206007
Canadian Applicant Westinghouse	PAT 454106 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4207	11. 5.84	Renewal due Expiry	NONE 24* 2*04	95/64207007
Canadian Applicant Westinghouse	PAT 454111 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4208	11. 5.84	Renewal due Expiry	NONE 8*12*04	95/64208007
Canadian Applicant Westinghouse	PAT 454110 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4209	11. 5.84	Renewal due Expiry	NONE 21* 7*04	95/64209007
Canadian Applicant Westinghouse	PAT 454105 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4211	11. 5.84	Renewal due Expiry	NONE 27* 1*04	95/64211007
Canadian Applicant Westinghouse	PAT 454108 Brake & Signal Co. Ltd.	Electric actuators (BR) Case ref BR4212	11. 5.84	Renewal due Expiry	NONE 20*10*04	91/64212007

PATENT

REEL: 014215 FRAME: 0102

Client : Westinghouse Brakes Limited

(WS10)

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APPLN. NO. SERIAL NO. SUBJECT

FILBD

STATUS

YEAR

CASE NO

PATENT

Canadian Applicant	Westinghouse	PAT 454107	1217150	Electric actuators Brake & Signal Co. Ltd. (BR) Case ref BR4213	11. 5.84	Renewal due	NONE	27* 1*04	95/6421800
Canadian Applicant	Westinghouse	PAT 480464	1230988	Load cut-off by brakes/clutch Brake & Signal Co. Ltd. (BR) Case ref BR4218	30. 4.85	Renewal due	NONE	5* 1*05	95/6421800
United Kingdom Applicant	Westinghouse	PAT 8714271	2204082	Railway-Platform Door Systems Brake & Signal Holdings Ltd	18. 6.87	Renewal due	10* 6*00	18* 6*07	95/6450800
United Kingdom Applicant	Westinghouse	PAT 8901567.1	2214584	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595GB	25. 1.89	Renewal due	25* 1*01	25* 1*09	95/6459500
South Korean Applicant	Westinghouse	PAT 89-890	131078	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595	27. 1.89	Renewal due	26* 11*00	26* 11*12	95/6459500
United States Applicant	Westinghouse	PAT 300107	4875559	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595	23. 1.89	Renewal due	24* 4*01	23* 1*09	95/6459500
French Applicant	Westinghouse	PAT 89300696.5	0326351	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595BPO	(as of 25. 1.89)	Renewal due	25* 1*01	25* 1*09	95/6459500
Italian (EPC) Applicant	Westinghouse	PAT 89300696.5	0326351	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595BPO	(as of 25. 1.89)	Renewal due	25* 1*01	25* 1*09	95/6459501
Spanish (BPC) Applicant	Westinghouse	PAT 89300696.5	2032106	Tread brake unit Brake & Signal Holdings Ltd Case ref 4595BPO	(as of 25. 1.89)	Renewal due	25* 1*01	25* 1*09	95/6459501
P.C.T. Applicant	Westinghouse	PAT PCTGB9501750		Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASR 5743	25. 7.95	Appln filed	25. 7.95	NONE	95/6574300
UK (PCT) Applicant	Westinghouse	PAT 9605211.3	2297960	Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASE 5743	12. 3.96	Renewal due	25* 7*00	25* 7*15	95/6574300
U.S.A. (PCT) Applicant	Westinghouse	PAT 08/617913	5845579	Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASE 5743	19. 3.96	Renewal due	8* 6*02	19* 3*16	95/6574300
S.Korean Applicant	Westinghouse	PAT 96-701567		Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASR 5743	26. 3.96	Appln filed	26. 3.96		95/6574300
European (PCT) Applicant	Westinghouse	PAT 95926445.8	69511273.3	Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASE 5743	11. 3.96	Renewal due			95/6574300
French (EPC) Applicant	Westinghouse	PAT 95926445.8	0720555	Retractable Door Threshold Brake & Signal Holdings Ltd Case ref CASR 5743	(as of 25. 7.95)	Renewal due	25* 7*00	25* 7*15	95/6574300

Client : Westinghouse Brakes Limited

(WBS10)

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APPLN. NO. SERIAL NO. SUBJECT

FILED STATUS

YEAR CASE NO.

Hong Kong RGTN 98100569.4 HK1001724 Retractable Door Threshold
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref CASE 5743

22.1.98 Renewal due 25* 7*01
(as of 25. 7.95) Expiry 25* 7*15

95/6574300

United Kingdom PAT 9817263.8 2340465 PSD installation
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6799

7. 8.98 Appln filed 7. 8.98
Renewal Due 7* 8*02
Expiry 7* 8*18

95/66799000

Hong Kong PAT 0010570.6 PSD installation
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6799

(as of 7. 8.98) Renewal Due 7* 8*00
Expiry 7* 8*05
7* 8*18

95/66799000

P.C.T. PAT PCTGB9903063 Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

15. 9.99 Appln filed 15. 9.99
Renewal Due NONE

95/66802001

Canada (PCT) PAT Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

Appln due 21* 3*01
(as of 15. 9.99) Renewal Due 15* 9*01
Expiry 15* 9*19

95/66802001

Chinese (PCT) PAT Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

Appln due 21* 3*01
(as of 15. 9.99) Renewal Due 15* 9*01
Expiry 15* 9*19

95/66802001

Polish (PCT) PAT Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

Appln due 21* 3*01
(as of 15. 9.99) Renewal Due 15* 9*04
Expiry 15* 9*14

95/66802001

South Africa (PCT) PAT Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

Appln due 21* 3*01
(as of 15. 9.99) Renewal Due 15* 9*00
Expiry 15* 9*19

95/66802001

U.S.A. (PCT) PAT 09/445.157 Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

3.12.99 Appln filed 3.12.99
(as of 15. 9.99) Renewal Due 15* 9*19
Expiry 15* 9*19

95/6680200

European (PCT) PAT Air/electrical brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 6802

Appln due 21* 4*01
(as of 15. 9.99) Renewal Due 15* 9*01

95/6680200

United Kingdom PAT 0004583.1 Brake act. pressure control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 7222

25* 2*00 Appln filed 25* 2*00
Renewal Due 25* 2*04
Expiry 25* 2*20

95/6722200

United Kingdom PAT 0004584.9 Overpressure brake control
Applicant Westinghouse Brake & Signal Holdings Ltd Case ref 7223

25* 2*00 Appln filed 25* 2*00
Renewal Due 25* 2*04
Expiry 25* 2*20

95/6722300

PATENT

REEL: 014215 FRAME: 0104

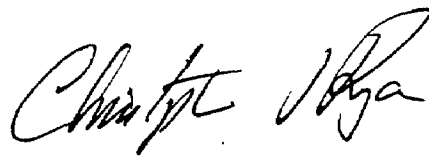
Schedule 2

In this Assignment unless the context otherwise requires the following words have the following meanings:

"this Assignment"	this Assignment (including any schedule or annexure to it and any document in agreed form);
"the Asset and Share Purchase Agreement"	the agreement between Knorr-Bremse Australia Pty Limited, the Assignee, Knorr-Bremse AG, Westinghouse Brake and Signal Company (Australia) Limited, Westinghouse Overseas Limited, Westinghouse Brake (Australasia) Pty Limited and the Assignor dated the same date as this Agreement for (inter alia) the purchase by the Assignee of certain assets owned by the Assignor;
"the Intellectual Property"	the Patents together with patents, trade marks or names and service marks (whether or not registered) registered designs, design rights, copyright, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection owned by and exclusively used in relation to the Westinghouse Brakes Business (as defined in the Asset and Share Purchase Agreement) of the Assignor (as described in Recital A of the Asset and Share Purchase Agreement);
"Patents"	the patents and applications for patents set out in Schedule 1;

Signed by
for and on behalf of
**Westinghouse Brake and Signal
Holdings Limited**
in the presence of:

)
)
)
)
)



CHRISTOPHER RYAN

Signature of witness:



Name:

Tracy Simms

Address:


STURNE CLARKE & CO
26 OLD BALLEE LONDON

Occupation:


TRAINING JOURNALIST

Signed by **MICHAEL ADOLF**
for and on behalf of
**Knorr-Bremse Management (UK)
Limited**
in the presence of:

)
)
)
)
)



Signature of witness:

S. L. B. 

Name:

SARAH BRYAN

Address:

D.W.S
1 FLEET PLACE
LONDON EC4M

Occupation:

SOLICITOR