

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GE International Incorporate	10/15/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GE Wind Energy GmbH
<b>Street Address:</b>	Holsterfeld 16
<b>City:</b>	Salzbergen
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	48499
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12486101
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)612-2307
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	jreany@armstrongteasdale.com
<b>Correspondent Name:</b>	Armstrong Teasdale LLP
<b>Address Line 1:</b>	One Metropolitan Square, Suite 2600
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102
<b>ATTORNEY DOCKET NUMBER:</b>	235088 (22402-148)
<b>NAME OF SUBMITTER:</b>	Robert B. Reeser, III
<b>Total Attachments: 4</b> source=BredaAgreement#page1.tif source=BredaAgreement#page2.tif source=BredaAgreement#page3.tif source=BredaAgreement#page4.tif	

CH \$40.00 12486101

## Agreement regarding Intellectual Property Rights

This Agreement is made between

GE International Incorporate, Bergschot 69/2, 4817PA Breda, Netherlands

(Delegating Company)

and

GE Wind Energy GmbH, Holsterfeld 16, 48499 Salzbergen, Germany

(GE Wind)

Delegating Company and GE Wind also referred to as Party/Parties

Whereas, both Parties are members of the General Electric (GE) group of companies.

Whereas, employees are delegated from Delegating Company to GE Wind to work for GE Wind but remain employees of the Delegating Company.

Whereas, employees delegated to GE Wind will have access to the knowledge, experience and resources of GE Wind to enable possible research and development activities of the delegated employees.

Whereas Parties worked under the assumption and agreement that any intellectual property rights derived from the work of delegated employees belonged to GE Wind.

Now, therefore, in consideration of the mutual covenants and agreements herein, the Parties hereto wish to explicitly put down such agreement and understanding in writing to ensure ownership of such intellectual property rights by GE Wind:

### 1. Delegation

This Agreement applies to all employees delegated from Delegating Company to GE Wind (in the following referred to as Delegated Employees).

### 2. Assignment in advance of Intellectual Property Rights

For the purpose of this Agreement, Intellectual Property Rights mean any and all patentable inventions, patents, registered industrial designs, trademarks, copyrights, mask works, technical information, including applications and pending registrations and trade secrets. In

particular, Intellectual Property Rights comprise all employee inventions as defined in the German Act on Employees' Inventions (ArbEG).

The Parties agree that all Intellectual Property Rights deriving from the work of Delegated Employees during the term of this Agreement and during their delegation to GE Wind will belong to and vest in GE Wind. This includes any Intellectual Property Rights produced before this agreement entered into force. Delegating Company hereby in advance transfers and assigns and agrees to grant to GE Wind all rights, title and licenses in and to all such Intellectual Property Rights. GE Wind hereby accepts this assignment in advance and these licenses.

### **3. Information and Support**

Delegating Company will without delay bring any disclosure of Intellectual Property Rights by Delegated Employees to the attention of GE Wind.

Delegating Company will without delay undertake all measures to assist GE Wind in all matters necessary to ensure the acquisition of Intellectual Property Rights from Delegated Employees.

### **4. Compensation**

GE Wind will pay a compensation for the delegation of employees.

GE Wind will indemnify and hold harmless Delegating Company from claims by Delegated Employees regarding remuneration for employee inventions, which are transferred to GE Wind under Section 2 of this Agreement. This duty to indemnify and hold harmless is strictly limited to remuneration claims and is limited to the amount that would be payable to the respective inventor under the application of the German ArbEG.

The aforementioned compensation and the above duty to indemnify and hold harmless is the final compensation for all possible assignments of rights, which may be affected, and any licenses, which may be granted according to Section 2 of this Agreement.

### **5. Confidentiality**

The Delegating Company will treat all confidential information regarding Intellectual Property Rights as confidential and will not use any such information for other purposes than for fulfilling the obligations set forth in this Agreement.

**6. Miscellaneous**

This Agreement may only be modified or amended in writing. This requirement of the written form shall also apply to the alteration of this clause.

This Agreement is entered into and becomes effective as of the date identified on the signature page hereof and requires the signature of both parties.

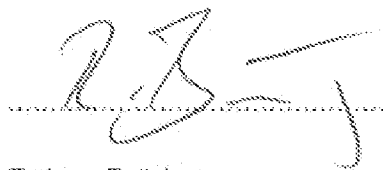
The Agreement is entered into for an indefinite term. Either party may terminate this Agreement by giving six (6) months written notice.

If one or more provisions of this Agreement should be or become fully or in part invalid, illegal or unenforceable under any applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected. Invalid, illegal or unenforceable provisions shall be replaced by provisions which best meet the legal and economic purpose of the replaced provisions.

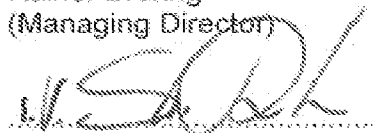
**7. Choice of Law**

This Agreement is governed solely by the laws of the Federal Republic of Germany excluding the UN-Convention on Contracts for the International Sale of Goods and its conflict of laws provisions.

Salzbergen, 30.09.09.

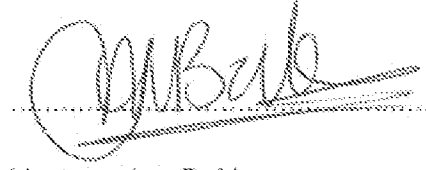


Rainer Bröring  
(Managing Director)



Stefan Rieken  
(Technical Leader IP)

Breda, 15-10-2009.



Yvonne den Bakker  
(Managing Director)



EINGEGANGEN

22. Okt. 2009

**GE Global Business Services**  
Employee Services Benelux

*With compliments*

- For your information / Ter informatie
- Per your request / Op uw verzoek
- As agreed / Zoals afgesproken
- Please sign and return 1 copy /  
A.u.b. 1 exemplaar ondertekenen en retourneren
- Please handle / A.u.b. afhandelen
- Please hand over / A.u.b. overhandigen
- For your file / Voor uw file

T +31 (0)76 5733060  
F +31 (0)76 5733059  
E HROpsBenelux@ge.com

Bergschot 69  
4817 PA Breda  
The Netherlands

GE International (Benelux) BV