#### PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY DATA							
Name Execution Date							
General Electric Canac	la			06/29/2008			
RECEIVING PARTY DATA							
Name:	Andritz Techn	Andritz Technology and Asset Management GmbH					
Street Address:	Stattegger Strasse 18						
City:	Graz						
State/Country:	AUSTRIA						
Postal Code:	8045	8045					
PROPERTY NUMBERS Total: 2							
Property Type		Number					
Application Number:		12051940					
Application Number: 120			51944				
CORRESPONDENCE DATA							
Fax Number: (703)816-4100							
Phone:	703-816-4000						
Email:							
Email: glf@nixonvan.com   Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via   US Mail.							
Correspondent Name:	JEFFRY H. NELSON						
Address Line 1:	901 NORTH GLEBE ROAD						
Address Line 4:	ARLINGTON, VIRGINIA 22203						
ATTORNEY DOCKET NUMBER:			JHN-10-1779				
NAME OF SUBMITTER:			Jeffry H. Nelson				
Total Attachments: 3 source=10-1_ASGN_1#page1.tif source=10-1_ASGN_1#page2.tif source=10-1_ASGN_1#page3.tif							

### PATENT JOINT OWNERSHIP ASSIGNMENT AGREEMENT

This PATENT JOINT OWNERSHIP ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 29th day of June 2008, by and between General Electric Canada ("Assignor"), a partnership organized under the laws of Ontario, and Andritz Technology and Asset Management GmbH, a company organized under the laws of Austria ("Assignee").

WHEREAS, General Electric Company ("GE") and Andritz AG ("Andritz"), are parties to a certain Asset Purchase Agreement, dated as of April 30, 2008 (the "Asset Purchase Agreement"), pursuant to which, among other things, GE agreed to cause Assignor to sell, and Andritz agreed to cause Assignee to purchase, a joint ownership interest in certain patents of Assignor;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment;

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the purchase price under the Asset Purchase Agreement, and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1) <u>Assignment of Assigned Intellectual Property</u>. Effective as of June 29, 2008, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts a joint ownership interest in all right, title and interest of Assignor in and to the patents set forth in Schedule A hereto (the "Jointly Owned Patents"; such interest, the "Assigned Joint Interests").
- 2) <u>Relationship with the Asset Purchase Agreement</u>. The Assigned Joint Interests are being sold, transferred, conveyed, assigned and delivered by Assignor, and accepted and assumed by Assignee, pursuant to the terms and conditions contained in the Asset Purchase Agreement and the interests retained by Assignor are subject to certain limitations and restrictions set forth in a certain Co-Ownership Agreement, of even date herewith. Nothing contained herein shall in any way waive, limit, expand, modify, supersede or otherwise affect the terms, conditions, rights or obligations contained in the Asset Purchase Agreement.
- 3) <u>Further Assurances</u>. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that for no additional consideration and at Assignee's cost, Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the transfer of Assignor's interest in the Assigned Joint Interests.
- 4) <u>Successors</u>. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction) as to all matters, including matters of validity, construction, effect, performance and remedies.
- 6) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

PATENT REEL: 027658 FRAME: 0342 IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

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#### GENERAL ELECTRIC CANADA

Вy: Name: Title:

Sworn to and subscribed to before me

this 2 day of June ,2008. Notary Public

My commission expires:

SIMONE KASSIM Notary Public, State of New York No, 01KA6118634 Qualified in Queens County Commission Expires November 15, 2008

# ANDRITZ TECHNOLOGY AND ASSET MANAGEMENT GMBH

Bv Name: VER Title:

Sworn to and subscribed to before me

this 🛩 day of  $\bar{U}$ , 2008.

Notary Public

My commission expires:

SIMONE KASSIM Notary Public, State of New York No. 01KA6118634 Qualified in Queens County Commission Expires November 15, 2008

#### Schedule A Jointly Owned Patents

Owner		Filing Country	Title
General Electric Canada	12/051940	United States	Axial Flow Hydraulic Turbine with Blade Mounting
General Electric Canada	12/051944	United States	Axial Flow Hydraulic Turbine with Blade Mounting
General Electric Canada	11/36735	United States	Stress Relief Grooves for Francis Turbine Runner Blades

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## PATENT REEL: 027658 FRAME: 0344

RECORDED: 02/06/2012