

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVENSYS SYSTEMS INC.	11/27/2012
RECEIVING PARTY DATA	
Name:	INVENSYS RAIL LIMITED
Street Address:	40 GROSVENOR PLACE
Internal Address:	3RD FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW1X 7AW
Name:	INVENSYS RAIL CORPORATION
Street Address:	2400 NELSON MILLER PARKWAY
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40223
Name:	INVENSYS RAIL PTY LIMITED
Street Address:	195 WELLINGTON ROAD
Internal Address:	LEVEL 1, BUILDING 2, SUITE 6A
City:	CLAYTON
State/Country:	AUSTRALIA
Postal Code:	VIC 3168
Name:	WESTINGHOUSE BRAKE & SIGNAL HOLDINGS LIMITED
Street Address:	40 GROSVENOR PLACE
Internal Address:	3RD FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW1X 7AW

OP \$40.00 7395139

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7395139

CORRESPONDENCE DATA

Fax Number: 7037735200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	408388-000016
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NAME OF SUBMITTER:	Bert Lee
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Total Attachments: 10
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INVENSYS SYSTEMS INC

INVENSYS RAIL LIMITED

INVENSYS RAIL CORPORATION

INVENSYS RAIL PTY LTD

**WESTINGHOUSE BRAKE & SIGNAL HOLDINGS
LIMITED**

PATENT ASSIGNMENT DEED

27 November 2012

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PATENT ASSIGNMENT DEED

dated 27 November 2012

PARTIES

- (1) Invensys Systems Inc, a company incorporated in the state of Massachusetts and having offices at 33 Commercial Street, B51-1A, Foxboro, MA 02035, USA,

(the *Assignor*);

- (2) Invensys Rail Limited a company incorporated in England and Wales (company no. 1641421), whose registered office is at 3rd Floor, 40 Grosvenor Place, London, SW1X 7AW, UK;

- (3) Invensys Rail Corporation, a company incorporated in the state of Delaware (company no. 0771960), having offices at 2400 Nelson Miller Parkway, Louisville, KY 40223, USA;

- (4) Invensys Rail Pty Limited a company incorporated in Australia (company number ACN 000 102 483), whose registered office is at Level 1, Building 2, Suite 6A, 195 Wellington Road, Clayton, VIC 3168, Australia;

- (5) Westinghouse Brake & Signal Holdings Limited a company incorporated in England and Wales (company no. 00016033), whose registered office is 3rd Floor, 40 Grosvenor Place, London, SW1X 7AW, UK,

(each an *Assignee* and together, the *Assignees*); and

(together, the *parties*).

WHEREAS:

- (A) The parties are the registered joint proprietors of the Patents.

- (B) The Assignor has agreed to assign its share in the Patents to the Assignees, in equal parts, on the terms and conditions set out in this Deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Deed, the following words and expressions shall have the following meanings:

Connected Persons is defined in clause 6;

Patents means the patents set out in Schedule 1; and

SPA means the Share Purchase Agreement dated on or about the date of this Deed between Invensys International Holdings Limited, Invensys Finance B.V., Invensys Inc., Invensys Group Holdings Limited, Invensys plc and Siemens A.G.

1.2 Interpretation. In this Deed, unless the context otherwise requires:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (b) headings do not affect the interpretation of this Deed; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (c) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction; and
- (d) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Schedule. The Schedule comprises a schedule to this Deed and forms part of this Deed.

2. ASSIGNMENT

Pursuant to this Deed, the Assignor assigns to the Assignees, in equal parts, all its right, title and interest in and to the Patents.

3. FURTHER ASSURANCES

3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents required by law, for the purpose of vesting in the Assignees the full benefit of the right, title and interest assigned to the Assignees under this Deed.

3.2 The Assignor authorises the Assignees and the Assignees' agents to sign all forms that the Assignees consider appropriate to record the Patents in the names of the Assignees.

4. FORCE MAJEURE

No party shall be liable for any failure or delay in performing any of its obligations under this Deed if the failure or delay is due to any cause beyond its reasonable control, and it shall be entitled to a reasonable extension of the time for performing the obligations as a result of the cause.

5. COSTS

Except as otherwise provided in this Deed, the Assignor and the Assignees shall each be responsible for its own costs, charges and other expenses incurred in connection with this Deed.

6. WHOLE AGREEMENT

Without prejudice to the warranties relating to Owned IP and Registered Owned IP (as such terms are defined in the SPA) set out in the SPA, this Deed sets out the whole agreement between the parties in respect of the subject matter of this Deed and supersedes any prior agreement (whether oral or written) relating to the subject matter of this Deed and it is agreed that:

- (a) no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other party (or any of its Connected Persons) which is not expressly set out in this Deed;
- (b) any terms or conditions implied by law in any jurisdiction in relation to the subject matter of this Deed are excluded to the fullest extent permitted by law or, if incapable of exclusion, any right or remedies in relation to them are irrevocably waived;
- (c) the only right or remedy of a party in relation to any provision of this Deed shall be for breach of this Deed; and
- (d) except for any liability in respect of a breach of this Deed, no party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to any other party (or its respective Connected Persons),

provided that this clause shall not exclude liability for (or remedy in respect of) fraudulent misrepresentation. Each party agrees to the terms of this clause 6 on its own behalf and as agent for each of its Connected Persons. For the purpose of this clause, **Connected Persons** means (in relation to a party) the officers, employees, agents and advisers of that party.

7. WAIVERS, RIGHTS AND REMEDIES

Except as expressly set out in this Deed, no failure or delay by either party in exercising any right or remedy relating to this Deed shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

9. VARIATIONS

No amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

10. INVALIDITY

Each of the provisions of this Deed is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that

respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

11. NO THIRD PARTY ENFORCEMENT RIGHTS

A person who is not a party to this Deed shall have no right under any statutory provision to enforce any of its terms.

12. GOVERNING LAW AND JURISDICTION

12.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law.

12.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Deed (including claims for set-off and counterclaims), including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Deed; and (ii) any non-contractual obligations arising out of or in connection with this Deed. For such purposes each party irrevocably submits to the jurisdiction of the English courts.

SCHEDULE 1

PATENTS

Ctry	Company / Owner	Inventor(s)	Title	Appln No	Appln Date	Publn No	Publn Date	Grant No	Grant Date
AU	Safetran Systems Corporation (now named Invensys Rail Corporation) Invensys Rail Pty Ltd Invensys Systems Inc Westinghouse Brake and Signal Holdings Limited	BAKER, Stephen; WALSER, Jay; BURTON, Colin; HENRY, Manus	Condition Monitoring System	29286/02	28-Mar-02	29286/02	23-Jan-03	785492	13-Dec-07
EP	Invensys Rail Corporation Invensys Systems Inc Invensys Rail Pty Ltd Invensys Rail Limited Westinghouse Brake and Signal Holdings Limited	BAKER, Stephen; WALSER, Jay; BURTON, Colin; HENRY, Manus	Condition Monitoring System	02721848.6	03-Nov-03	1390246	25-Feb-04		
GB	Safetran Systems Corporation (now named Invensys Rail Corporation) Invensys Systems Inc Westinghouse Rail Systems Limited (now named Invensys Rail Limited)	BAKER, Stephen; WALSER, Jay; BURTON, Colin; HENRY, Manus	Condition Monitoring System	0325744.1	08-May-02	2392987	17-Mar-04	2392987	31-Aug-05

LON22979945/5 110049-0183

Ctry	Company / Owner	Inventor(s)	Title	Appin No	Appin Date	Pubin No	Pubin Date	Grant No	Grant Date
	Invensys Rail Systems Australia Limited (now named Invensys Rail Pty Ltd) Westinghouse Brake & Signal Holdings Limited								
US	Safetran Systems Corporation (now named Invensys Rail Corporation) Invensys Systems Inc Westinghouse Rail Systems Limited (now named Invensys Rail Limited) Invensys Rail Systems Australia Limited (now named Invensys Rail Pty Ltd) Westinghouse Brake and Signal Holdings Limited	BAKER, Stephen; WALSER, Jay; BURTON, Colin; HENRY, Manus	Condition Monitoring System	10/477222	08-May-02	2004/167686	26-Aug-04	7395139	01-Jul-08

SIGNATURE

This Deed is signed by duly authorised representatives of the parties:

EXECUTED as a **DEED** and **DELIVERED**
on behalf of **INVENSYS SYSTEMS INC**
a company incorporated in
the state of Massachusetts by Victoria Hull,
being a person who, in accordance
with the laws of that territory, is acting
under the authority of the Company

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Victoria Hull

EXECUTED and **DELIVERED**
as a **DEED** by **INVENSYS RAIL LIMITED**
acting by Victoria Hull, a director,
in the presence of

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)

Victoria Hull
Director

Witness-

Signature:

Z.M. Sullivan

Name:

Z.M. SULLIVAN

Address:

*c/o INVENSYS PLC, 3RD FLOOR,
40 GROSVENOR PLACE, LONDON
SW1P 7AW*

EXECUTED as a **DEED** and **DELIVERED**
on behalf of **INVENSYS RAIL CORPORATION**
a company incorporated in
the state of Delaware by Victoria Hull,
being a person who, in accordance
with the laws of that territory, is acting
under the authority of the Company

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Victoria Hull

EXECUTED as a DEED and DELIVERED
on behalf of INVENSYS RAIL PTY LTD
a company incorporated in
Australia by Victoria Hull,
being a person who, in accordance
with the laws of that territory, is acting
under the authority of the Company

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Victoria Hull

EXECUTED and DELIVERED
as a DEED by WESTINGHOUSE
BRAKE & SIGNAL HOLDINGS LIMITED
acting by Victoria Hull, a director,
in the presence of

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Victoria Hull
Director

Witness-

Signature:

E.M. Sullivan

Name:

E.M. SULLIVAN

Address:

*CLD INVENSYS PLC, 3RD FLOOR,
40 GROSVENOR PLACE,
LONDON SW1P 7AW*