**PATENT ASSIGNMENT COVER SHEET**

**SUBMISSION TYPE:** NEW ASSIGNMENT  
**NATURE OF CONVEYANCE:** ASSIGNMENT  

| **CONVEYING PARTY DATA** |  |  
|---------------------------|--|---|
| **Name** | SYNCHRONY, INC. | **Execution Date** | 12/07/2011 |

| **RECEIVING PARTY DATA** |  |  
|---------------------------|--|---|
| **Name:** | DRESSER-RAND COMPANY |  |  
| **Street Address:** | PAUL CLARK DRIVE |  |  
| **City:** | OLEAN |  |  
| **State/Country:** | NEW YORK |  |  
| **Postal Code:** | 14760 |  |  

**PROPERTY NUMBERS** Total: 15

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**CORRESPONDENCE DATA**

Fax Number: (407)736-2472  
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.  
Phone: 407-243-3175
<table>
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<th>Email:</th>
<th><a href="mailto:IPDadmin.us@siemens.com">IPDadmin.us@siemens.com</a></th>
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<tr>
<td>Correspondent Name:</td>
<td>SIEMENS CORPORATION</td>
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<tr>
<td>Address Line 1:</td>
<td>INTELLECTUAL PROPERTY DEPT</td>
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<td>Address Line 2:</td>
<td>3501 QUADRANGLE BLVD STE 230</td>
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<td>Address Line 4:</td>
<td>ORLANDO, FLORIDA 32817</td>
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<td>ATTOREY DOCKET NUMBER:</td>
<td>VARIOUS</td>
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<tr>
<td>NAME OF SUBMITTER:</td>
<td>JENNIFER SEYMOUR</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>/Jennifer Seymour/</td>
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<td>DATE SIGNED:</td>
<td>09/16/2016</td>
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Total Attachments: 14

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (the “Agreement”) dated as of December 7, 2011, is being entered into by and among Dresser-Rand Company, a New York general partnership ("Purchaser"), Synchro, Inc., a Virginia corporation (the “Company”) and the shareholders of the Company whose names are set forth on the signature page hereof or upon an addendum hereto (the “Sellers”).

WITNESSETH:

WHEREAS, Sellers own all of the issued and outstanding capital stock of the Company;

WHEREAS, Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Sellers, 100% of the capital stock of the Company (the “Purchased Stock”) for the purchase price and upon the terms and conditions hereinafter set forth; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. Third Security, LLC and its affiliates are specifically excluded from the definition of “Affiliate” for purposes of this Agreement, with the exception of Sections 2.6(a)(iii), 4.15(a) and 8.2(b).

"Affiliated Group" means any affiliated group within the meaning of Section 1504 of the Code or any comparable or analogous group under applicable Law.

"Business Day" means any day of the year other than a Saturday or Sunday or any day on which the Federal Reserve Bank of New York is closed.

"Cash" means the amount of cash and bank deposits as reflected in bank statements, money market account balances, and certificates of deposit less escrowed amounts or other restricted cash balances and less the amounts of any unpaid checks, drafts and wire
is assumed by such Person), provided, however that the definition of Indebtedness shall not include (v) amounts payable under operating leases; (w) deferred revenue; (x) accrued loss liabilities; (y) warranty reserves or (z) payroll and related liabilities (including accrued vacation).

"Intellectual Property" means all right, title and interest in or relating to intellectual property, whether protected, created or arising under any Law, including: (i) patents and applications therefor, including continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, "Patents"); (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (collectively, "Marks"); (iii) Internet domain names; (iv) copyrights and mask work, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof (collectively, “Copyrights”); (iv) trade secrets and other proprietary Confidential Information (“Trade Secrets”); and (v) other intellectual property rights arising from or relating to Technology.

"IRS" means the United States Internal Revenue Service and, to the extent relevant, the United States Department of Treasury.

"Knowledge" means, with respect to any Person that is not an individual, the actual knowledge after due inquiry of such Person's executive officers and all other officers and managers having responsibility relating to the applicable matter or, in the case of an individual, actual knowledge after due inquiry. Due inquiry shall be such inquiry that a similarly situated prudent Person would make using ordinary care prior to making such a representation or warranty.

"Law" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation, Order or other requirement.

"Legal Proceeding" means any judicial, administrative or arbitral action, suit, mediation, investigation, inquiry, proceeding or claim (including any counterclaim) by or before a Governmental Body.

"Liability" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance or
of good maintenance and repair (ordinary wear and tear excepted) and are suitable for the purposes used.


(a) Schedule 4.14(a) sets forth an accurate and complete list of all Internet domain names, Patents, registered Marks, pending applications for registration of Marks, registered Copyrights, and pending applications for registration of Copyrights included in the Company Intellectual Property. Schedule 4.14(a) lists (i) the jurisdictions in which each such item of Company Intellectual Property has been issued, registered, otherwise arises or in which any such application for such issuance and registration has been filed and (ii) the registration or application number and date, as applicable. The Company is the sole and exclusive owner of all right, title and interest in and to all of the Company Technology and Company Intellectual Property except as set forth on Schedule 4.14(c) and to which Company has a valid license to use that is not due to expire within five years of the Closing. The Company Intellectual Property and Company Technology, the design, development, manufacturing, licensing, marketing, distribution, offer for sale, sale or use or maintenance of any products and services in connection with the Ordinary Course of Business do not infringe, constitute an unauthorized use of, misappropriate, dilute or violate any Intellectual Property or other right of any Person (including pursuant to any Contracts, non-disclosure or otherwise, to which the Company or any of its Employees or Former Employees is a party). The Company Intellectual Property and Company Technology constitute all of the Intellectual Property and Technology necessary in the Ordinary Course of Business.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

PURCHASER:

DRESSER-RAND COMPANY

By: __________________________

Christopher Rossi, Vice President, Technology and Business Development

COMPANY:

SYNCHRONY, INC.

By: __________________________

Victor Iannello, President and CEO

SELLERS:

VICTOR IANNELLO

THIRD SECURITY, LLC

By: __________________________

Name: Randal J. Kirk, Manager

NEWVA CAPITAL PARTNERS, LP,

By: __________________________

Name: Randal J. Kirk
Title: Manager, Third Security, LLC,
which is the Manager of Third Security RNR LLC,
which is the General Partner of NewVa Capital Partners, LP

KIRKFIELD, L.L.C.

By: __________________________

Name: Randal J. Kirk
Title: Manager, Third Security, LLC,
which is the Manager of Kirkfield, L.L.C.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**PURCHASER:**

DRESSER-RAND COMPANY

By: ____________________________
Christopher Rossi, Vice President, Technology and Business Development

**COMPANY:**

SYNCHRONY, INC.

By: ____________________________
Victor Iannello, President and CEO

**SELLERS:**

VICTOR IANNELLO

THIRD SECURITY, LLC

By: ____________________________
Name: Randal J. Kirk, Manager

NEWVA CAPITAL PARTNERS, LP,

By: ____________________________
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of Third Security RNR LLC, which is the General Partner of NewVa Capital Partners, LP

KIRKFIELD, L.L.C.

By: ____________________________
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of Kirkfield, L.L.C.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

PURCHASER:

DRESSER-RAND COMPANY

By:  
Christopher Rossi, Vice President, Technology and Business Development

COMPANY:

SYNCHRONY, INC.

By:  
Victor Iannello, President and CEO

SELLERS:

VICTOR IANNELLO
THIRD SECURITY, LLC

By:  
Name: Randal J. Kirk, Manager

NEWVA CAPITAL PARTNERS, LP,

By:  
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of Third Security RNR LLC, which is the General Partner of NewVa Capital Partners, LP

KIRKFIELD, L.L.C.

By:  
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of Kirkfield, L.L.C.
THIRD SECURITY STAFF 2001 LLC

By: 
Name: Randal J. Kirk
Title: Manager, Third Security, LLC which is Manager of Third Security Staff 2001 LLC

R. J. KIRK DECLARATION OF TRUST

By: 
Name: Randal J. Kirk
Title: Trustee

JPK 2009, LLC

By: 
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of JPK 2009, LLC

MGK 2009, LLC

By: 
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of MGK 2009, LLC

ZSK 2009, LLC

By: 
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is the Manager of ZSK 2009, LLC
NEW RIVER MANAGEMENT V, LP

By: ____________________________
Name: Randal J. Kirk
Title: Manager, Third Security, LLC,
which is the Manager of Third Security Capital
Partners V, LLC, which is the General Partner of
New River Management V, LP

NRM VI Holdings I, LLC

By: ____________________________
Name: Randal J. Kirk
Title: Manager, Third Security, LLC,
which is the Manager of Third Security Capital
Partners VI, LLC, which is the Manager of NRM
VI Holdings I, LLC
Schedule 4.14

4.14(a):

Company owns the following patents:
See attached spreadsheet.
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<td>Magnetic Bearing</td>
<td>12/254,887</td>
<td>21-Oct-08</td>
<td>Christopher Sortore; Robert Field; Victor Iannello; Kirk Treubert</td>
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<td>Systems, Devices and Methods for High Performance Electrical Systems with Resistant Amplification Systems</td>
<td>11/428,229</td>
<td>22-Sep-06</td>
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<td>Capacitive Position Sensing System</td>
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<td>30-May-06</td>
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<td>27-May-06</td>
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<td>20-Oct-06</td>
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<td>20-Oct-06</td>
<td>Gary Ramsey</td>
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<td>Systems, Devices and Methods for Managing Electrical Throttle Actuator for Magnetic Bearing</td>
<td>08/325,099</td>
<td>6-Aug-04</td>
<td>Christopher Sortore; Robert Field; Victor Iannello</td>
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<td>Magnetic Thrust Bearing with Integrated Electronics</td>
<td>08/325,099</td>
<td>6-Aug-04</td>
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<td>High Speed Permanent Magnet Motor and Generator with Low Loss Rotor</td>
<td>12/244,869</td>
<td>30-Mar-09</td>
<td>Christopher Sortore; Robert Field; Victor Iannello</td>
<td>Active</td>
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<td>Reluctance Machine (SRM) Used as Motor, Generator, and Radial Bearing</td>
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<td>Electric Drive Train</td>
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<td>30-Mar-09</td>
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<td>Permanent Magnet Bearing</td>
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<td>Christopher Sortore; Robert Field; Victor Iannello</td>
<td>Active</td>
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(Not a Hayes matter)