### 505230145 12/11/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5276915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GENERAL ELECTRIC COMPANY	06/30/2018

#### **RECEIVING PARTY DATA**

Name:	WOLONG ELECTRIC AMERICA LLC
Street Address:	47 W. POLK STREET
Internal Address:	SUITE 208
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60605

### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6633097
Patent Number:	8753077
Patent Number:	8324770
Patent Number:	9088197
Patent Number:	9610965
Patent Number:	9634536
Application Number:	15439214

#### **CORRESPONDENCE DATA**

**Fax Number:** (412)566-6099

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:** 412-566-6777

**Email:** ipmail@eckertseamans.com

Correspondent Name: DAVID V. RADACK

Address Line 1: ECKERT SEAMANS CHERIN & MELLOTT, LLC

Address Line 2: 600 GRANT STREET, 44TH FLOOR
Address Line 4: PITTSBURGH, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	306225-00019
NAME OF SUBMITTER:	DAVID V. RADACK
SIGNATURE:	/David V. Radack/

DATE SIGNED:	12/11/2018
Total Attachments: 11	
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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of June 30, 2018 ("Effective Date"), is by and among General Electric Company, a New York corporation ("GE"), GE Energy Power Conversion Technology Limited, a company organized under the laws of the United Kingdom ("GEPC Limited"), General Electric Canada, a general partnership formed under the laws of the Province of Ontario, Canada ("GE Canada" and, together with GE and GEPC Limited, "Assignors", and each, an "Assignor"), Wolong Electric America LLC, a Delaware limited liability company ("Wolong"), and BROOK CROMPTON LTD., a limited company formed under the laws of the Province of Ontario, Canada ("BC" and, each of Wolong and BC individually, the "Corresponding Assignee" of an Assignor as designated on Exhibit A hereto).

- A. Pursuant to that certain Stock and Asset Purchase Agreement, dated as of December 22, 2017 (the "Purchase Agreement"), by and between GE and Wolong Electric America, Ltd., a Chinese corporation ("Buyer"), GE has agreed to sell, and cause certain of its Affiliates to sell, and Buyer has agreed to purchase, the Transferred Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement.
- B. Pursuant to Section 13.06 of the Purchase Agreement, Buyer has assigned to the Corresponding Assignees its right to acquire all Registrable IP set forth on Exhibit B hereto (the "Assigned IP").
- C. As required by the Purchase Agreement, Assignors hereby desire to deliver and transfer the Assigned IP to the Corresponding Assignees.
- D. The Corresponding Assignees desires to acquire the Assigned IP from Assignors.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged:

- 1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
- 2. Each Assignor hereby sells, conveys, assigns, transfers and delivers to the Corresponding Assignee as designated on Exhibit A hereto its entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by the Corresponding Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or

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payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

- 3. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof.
- 4. Upon reasonable request by any Corresponding Assignee, the applicable Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in such Corresponding Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to such Corresponding Assignee by such Assignor hereunder.
- 5. Each Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record the applicable Corresponding Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
- 6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
- 7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNORS:

GENERAL ELECTRIC COMPANY

By: Name: Title:

GE ENERGY POWER CONVERSION TECHNOLOGY LIMITED.

By: \_\_\_ Name: Title:

GENERAL ELECTRIC CANADA

By: \_\_\_\_ Name: Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

## CORRESPONDING ASSIGNEES:

WOLONG ELECTRIC AMERICA LLC

Name:

Title:

BROOK CROMPTON LTD.

By: \_\_\_ Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

## EXHIBIT A

## ASSIGNOR/ASSIGNEE DESIGNATIONS

Assignor	Corresponding Assignee
General Electric Company	Wolong Electric America LLC
GE Energy Power Conversion Technology Limited	Wolong Electric America LLC
General Electric Canada	BROOK CROMPTON LTD.

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## **EXHIBIT B**

## TRANSFERRED IP

# **Patents**

03DV7016 -1	METHOD FOR VERTICAL DIE CASTING OF A ROTOR	UNITED STATES	09/475595	30-Dec-99	6453980	24-Sep-02	Patented	General Electric Company
03DV7043 -3	METHODS FOR CASTING A MOTOR END SHIELD	UNITED STATES	10/096128	8-May-02	6772502	10-Aug-04	Patented	General Electric Company
03DV7116 -1	MECHANICAL JOINING FOR WATER-COOLED MOTOR FRAME	UNITED STATES	09/682501	10-Sep-01	6633097	14-Oct-03	Patented	General Electric Company
03DV9062 -1	INTERLOCK TABS FOR LAMINATIONS	UNITED STATES	09/682277	13-Aug-01	6847285	25-Jan-05	Patented	General Electric Company
03DV9078 -1	ASSEMBLY METHOD FOR STAMPED AND CUPPED LAMINATIONS	UNITED STATES	09/682269	11-Aug-01	6722015	20-Apr-04	Patented	General Electric Company
03GP6033 -1	MOTOR START AND FLOAT SWITCH ASSEMBLY	UNITED STATES	09/333371	15-Jun-99	6341944	29-Jan-02	Patented	General Electric Company
03GP6735P -2	Shaft support assembly for direct drive motor	UNITED STATES	09/132002	10-Aug-98	6215214	10-Apr-01	Patented	General Electric Company
03IY6747 -1	BRUSH WARNING INDICATOR AND METHODS FOR INDICATING BRUSH WEAR-OUT	UNITED STATES	09/318674	25-May-99	6255955	3-Jul-01	Patented	General Electric Company
031Y6754P -2	LAMINATED STATOR YOKES.	UNITED STATES	09/265166	9-Mar-99	6452300	17-Sep-02	Patented	General Electric Company
03LO6671P -2	SYSTEMS, METHODS AND APPARATUS FOR WINDING CONDUCTIVE WIRES FOR A STATOR OF AN ELECTRIC MOTOR	UNITED STATES	09/127749	3-Aug-98	6431481	13-Aug-02	Patented	General Electric Company
03LO6805 -1	Method and apparatus for providing clearance for a ball bearing outer race	UNITED STATES	10/104176	22-Mar-02	6692158	17-Feb-04	Patented	General Electric Company
03SA6583 -1	METHOD AND APPARATUS FOR JACKSCREW INSERTION	UNITED STATES	09/347041	2-Jul-99	6357718	19-Mar- 02	Patented	General Electric Company
03SM6734 -1	PAIRED INTERLOCKS FOR FLEXIBLE INDEXING OF ROTATED STATOR CORES	UNITED STATES	09/188961	10-Nov-98	6018207	25-Jan-00	Patented	General Electric Company
126056 1	METHOD AND APPARATUS FOR DRIVING A BRUSHLESS DIRECT CURRENT	UNITED STATES	10/818401	5-Apr-04	7145302	5-Der-06	Patented	General Electric Company

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226512	1217	Motor apparatus and	UNITED	11/931620	31-Oct-07	8035332	11-Oct-11	Patented	General
1		method	STATES	11473330	ST GCGO7	5555552	11-000-11	ratemed	Electric Company
236900		Slinger shield	UNITED	12/842633	23-Jul-10	8753077	17-Jun-14	Patented	General
1		structure	STATES	44,0		S. C. S. S. C. C.	44 3000 47	Coccines	Electric
238929		Machines and	UNITED	13/232705	14-Sep-11	8704414	22-Apr-14	Patented	Company General
1		methods and assembly for same	STATES	15/232/03	14-3cp-11	0.704414	22-Apr-14	ratemed	Electric
242377	<del></del>	Electric motor	UNITED	12/847318	30-Jui-10	8324770	4-Dec-12	Patented	Company General
1		apparatus	STATES	12/09/310	30-10-10	5324770	R-LICE-12	ratemed	Electric Company
243293	4.1	Electric motor	UNITED	12/886071	20-Sep-10	8446058	21-May-	Patented	General
1		terminal block assembly	STATES	***************************************	~~ = ~ <del> </del>	Self Control Self Sent Sent Self Self Self Self Self Self Self Self	13	( 000,000	Electric Company
243680		Bidirectional fan	UNITED	12/881308	14-Sep-10	8662846	4-Mar-14	Patented	General
1		having self-adjusting vane	STATES	12/001300	14 Jep 10	0002040	7 1810. 17	ratemad	Electric Company
243680	*	Bidirectional fan	EUROPEAN	11181159.2	13-Sep-11			Filed	General
2		having self-adjusting vane			in the second se			* ******	Electric Company
243680	20	Bidirectional fan	INDIA	2478/DEL/2011	30-Aug-11			Filed	General
3	3	having self-adjusting vane	eenst sammilie E	and the state of t	Section of the Section of			3.110.0	Electric
243680	40	Bidirectional fan	JAPAN	2011-195531	8-Sep-11	5798418	28-Aug 15	Patented	Company General
4	Ŧ.,	having self-adjusting	SEM FORM		2 202-11	2120110	en Ling. 13	, prented	Electric
er La característico		vane							Company
246523		System for adjusting	UNITED	13/161430	15-Jun-11	8807939	19-Aug-14	Patented	General
1		characteristics of a fan	STATES		umanasa Pilotoi Piloto	andrea traditio			Electric Company
248358	Η	Shaft grounding	UNITED	13/227193	7-Sep-11	9088197	21-Jul-15	Patented	General
1		system	STATES		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				Electric
£ 38									Company
248358 3	***	Shaft grounding system	INDIA	2540/DEL/2012	16-Aug-12			Filed	General Electric
******			Table 1						Company
262893 1	*	Systems and methods	UNITED	13/840801	15-Mar-13	9601965	21-Mar-	Patented	General
		for isolating a conduit enclosure for an	STATES				17		Electric Company
<b>2628</b> 93		explosion proof motor	20470	102014004692	33 546 34			m) w.d	Canasal
262 <b>6</b> 93	79-1	Systems and methods for isolating a conduit enclosure for an	BRAZIL	102014004683- 6	27-Feb-14			Filed	General Electric
SIII A		explosion proof motor							Company
262893	Ψ.	Systems and methods	CANADA	2844220	27-Feb-14			Filed	General
3		for isolating a conduit							Electric
		enclosure for an							Company
262893	2 19 P	explosion proof motor  Systems and methods	CHINA	2014100022225	1/1-2400 23	10/053197.0	20 84	Datantad	General
4		for isolating a conduit enclosure for an	CrinsA	201410097335.X	14-Mar-14	104052187.0	30-Mar 18	Patented	General Electric Company
		explosion proof motor							555 - F 755F
262893	Sec.	Systems and methods	EUROPEAN	14159533.0	13-Mar-14	2779369	3-May-17	Patented	General
5		for isolating a conduit enclosure for an					10		Electric Company
		explosion proof mator							2000
262893		Systems and methods	INDIA	1204/CHE/2014	10-Mar-14			Filed	General
3		for isolating a conduit							Electric
		enclosure for an							Company
		explosion proof motor							
262893	- 1911 1 <del>4</del> -	explosion proof motor Systems and methods	GREAT	14159533	13-Mar-14	2779369	3-May-17	Patented	General

	- Jungar GAS	sion proof motor							
262893 8	for iso enclos	ns and methods plating a conduit sure for an sion proof motor	FRANCE	14159533	13-Mar-14	2779369	3-May-17	Patented	General Electric Company
262893 9	for iso enclos	ns and methods plating a conduit sure for an sion proof motor	GERMANY	14159533	13-Mar-14	2779369	3-May-17	Patented	General Electric Company
262894		ns and methods	UNITED	13/859456	9-Apr-13	9634536	25-Apr-17	Patented	General
	enclos adapti	lating a conduit sure using an er plate for an sion proof motor	STATES				2554 NATUR II.		Electric Company
262894 2	for iso enclos adapte	ns and methods  lating a conduit  sure using an  er plate for an  sion proof motor	EUROPEAN	140163144.0	2-Apr-14			Filed	General Electric Company
262894 6	for iso enclos	ns and methods lating a conduit oure using an ar plate for an	BRAZIL	102014008459- 2	8-Apr-14			Filed	General Electric Company
262894 - 7	Systen for iso enclos adapte	ion proof motor ns and methods lating a conduit iure using an er plate for an ion proof motor	CHINA	201410139847.8	9-Apr-14			Filed	General Electric Company
281454 -		ns and methods	INDIA	6861/CHE/2015	23-Dec-15			Filed	GE ENERGY
1		-cooling motor		,554,G.16,2025	23 360 13			e neu	POWER CONVERSION TECHNOLOG LIMITED
281454 3	** * ***** * * * * * * * * * * * * * *	ns and methods cooling motor pnents	GREAT BRITAIN	ТВО				to be Filed	GE ENERGY POWER CONVERSION TECHNOLOG LIMITED
315798 - 1		NG APPARATUS N ELECTRIC	UNITED STATES	15/420902	31-Jan-17			Filed	General Electric
315 <b>798</b> - 2	COOLI	NG APPARATUS N ELECTRIC	EUROPEAN	18154441.2	31-Jan-18			Filed	Company General Electric Company
315801 i	COOLII	NG APPARATUS N ELECTRIC	UNITED STATES	15/439214	22-Feb-17			Filed	General Electric Company
315 <b>801</b> 2		NG APPARATUS N ELECTRIC INE	EUROPEAN	18157579.6	20-Feb-18			Filed	General Electric Company
245393 - 1		PSULATED R ASSEMBLY	INDIA	3152/DFL/2011	8-Nov-11			Filed	General Electric Company
245393 ;		SULATED R ASSEMBLY	JAPAN	2011-240721	2-Nov-11	5920969	22-Apr-16	Patented	General Electric Company
245393 - 5		SULATED R ASSEMBLY	Russia	2011144885	8-Nov-11	2580948	10-Apr-16	Patented	General Electric Company
03GP6702 - 1	WITH A BEARIN	IELD ASSEMBLY AUGNABLE NG FOR AN NC MOTOR	UNITED STATES	09/338365	23-Jun-99	6252321	26-Jun-01	Patented	General Electric Company

03SM6371 - 9	METHODS OF MAKING AN ELECTRIC MOTOR AND THRUST BEARING ASSEMBLY FOR SAME	UNITED STATES	08/155987	27-Nov-93	6247223	19-Jun-01	Patented	General Electric Company
03DV7007- 1	BEARING LOAD WASHER	UNITED STATES	09/564006	3-May-00	6388351	14-May- 02	Patented	General Electric Company
256911 -2	THERMOPLASTIC COPOLYMER INSULATED COIL	EP	13186117.1	26-Sep-13		***************************************	Dropped	General Electric Company
246510-1	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	United States	13/227443	7-Sep-11	8899066	2-Dec-14	Patented	General Electric Company
246510-2	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	EP	12183213.3	5-Sep-12			Filed	General Electric Company
246510-3	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	INDIA	2570/DEL/2012	18-Aug-12			Filed	General Electric Company
03HM6707- 1	METHOD FOR TYING MAGNET WIRE LEADS	UNITED STATES	09/061692	16-Apr-98	5956839	28-Sep-99	Lapsed	General Electric Company

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### Trademarks

ENERGY SAVER (STYLIZED)	Canada		722988	18-Feb-93	TMA442732	12-May-95	3981851	General Electric Company
K-3	United States of America	7	73290644	22-Dec-80	1186444	19-Jan-82	4007000	General Electric
KINAMATIC	United Kingdom	9	958738	24-Apr-70	958738	24-Apr-70	4012917	General Electric
KINAMATIC	United Kingdom	7	929186	7-Aug-68	929186	7-Aug-68	3997395	General Electric
KINAMATIC	Venezuela	7	1968-003682	1-Jul-68	61957	11-Nov-70	3992502	General Electric
KINAMATIC	Venezuela	7	1968-003682	1-Jul-68	61957	11-Nov-70	3992502	General Electric
KINAMATIC	Brazil	9	811972488	25-Apr-85	811972488	26-Aug-86	4007461	General Electric
KINAMATIC	Brazil	7	6072704	26-Jul-68	6072704	25-Apr-75	4017176	General Electric
KINAMATIC	Mexico	7	174985	17-Oct-80	263843	30-Jul-81	4017177	General Electric
KINAMATIC	EUTM	7	15886161	3-Oct-16	15886161	16-Feb-17	5332583	General Electric
QUANTUM	Brazil	7	829477993	19-Nov-07			3982616	General Electric
QUANTUM	United States of America	7	77184287	18-May-07	3644111	23-Jun-09	3997200	General Electric
QUANTUM	Saudi Arabia	7	123823	13-Nov-07	1031100	24-Dec-08	3994591	General Electric
QUANTUM	Canada		1370537	7-Nov-07	TMA809109	14-Oct-11	3997199	General Electric
<b>K</b> \$D	Canada		722759	11-Feb-93	TMA438702	3-Feb-95	3990213	General Electric
X\$D ULTRA	United	7	78084983	21-Sep-01	2890039	28-Sep-04	4005658	General Electric

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) SAMPING : i		Company

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