

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5764237

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SALE OF ASSETS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIEMENS RAIL AUTOMATION PTY. LTD.	08/01/2016
RECEIVING PARTY DATA	
Name:	SIEMENS LIMITED
Street Address:	885 MOUNTAIN HWY
City:	BAYSWATER VIC
State/Country:	AUSTRALIA
Postal Code:	3153
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15778695
CORRESPONDENCE DATA	
Fax Number:	(407)243-3175
<i>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.</i>	
Phone:	407.736.2472
Email:	IPDadmin.us@siemens.com
Correspondent Name:	SIEMENS CORPORATION IP DEPARTMENT
Address Line 1:	3501 QUADRANGLE BLVD
Address Line 2:	STE 230
Address Line 4:	ORLANDO, FLORIDA 32817
ATTORNEY DOCKET NUMBER:	2015P23277WOUS
NAME OF SUBMITTER:	CHRISTY JOHNS
SIGNATURE:	/Christy Johns/
DATE SIGNED:	10/10/2019
Total Attachments: 6	
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SIEMENS RAIL AUTOMATION PTY LTD
ABN 78 000 102 483

AND

SIEMENS LTD
ABN 98 004 347 880

SALE OF ASSETS AGREEMENT

Pages 5-12 redacted
Pages 14-16 redacted
Pages 18-19 redacted

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SALE OF ASSETS AGREEMENT

Dated 1 AUGUST 2016

BETWEEN

SIEMENS RAIL AUTOMATION PTY LTD ABN 78 000 102 483 of 885 Mountain Hwy, Bayswater VIC 3153

("Vendor")

AND

SIEMENS LIMITED ABN 98 004 347 880 of 885 Mountain Hwy, Bayswater VIC 3153 ("Purchaser")

RECITALS

- A. The Vendor wishes to sell the Business to the Purchaser.
- B. The Purchaser wishes to buy the Business from the Vendor as a going concern.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

'Assets' means all of the assets of the Business on the Completion Date including without limitation, all plant, stock, all raw materials, all Contracts, all Receivables, all Intellectual Property Rights, all real and personal property, and includes those assets listed in **Schedule 1**;

'Business' means the business conducted by the Vendor at Completion, the principal activities being the sale of rail signaling and train control systems;

'Business Day' means a day on which registered banks are open for trading business in Victoria;

'Business Records' means all records and data relating to the Business, the Assets or the Employees;

'Completion' means completion of the sale and purchase of the Business;

'Completion Date' means **1st August 2016**;

'Contract' means all contracts which the Vendor is a party to including without limitation, all customer contracts and supplier contracts and Leases including those listed in **Schedule 2**;

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EXECUTED AS AN AGREEMENT

EXECUTED by)
SIEMENS RAIL AUTOMATION PTY LTD)
In accordance with section 127 of the)
Corporations Act 2001)



Director Maximilian Eichhorn

)


Director / Secretary

Jan Villwock

EXECUTED by SIEMENS LTD.)
In accordance with section 127 of the)
Corporations Act 2001)



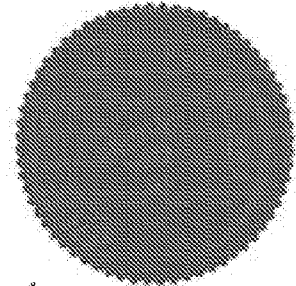
Director

Christian Russel



Director / Secretary

Emily Madder



SCHEDULE 4 INTELLECTUAL PROPERTY RIGHTS (CL.1.1)

TRADE MARKS

Trademark	Country	Filing date	Application number	Registration date	Registration number
INTERLOGIC Inter Logic	Australia	12.05.1989	510582	12.05.1989	510582
SAFE FLASH SAFE-FLASH SAFEFLASH	Australia	19.10.1994	643469	17.05.1996	643469
WESTECT	Australia	05.12.1989	524682	05.12.1989	524682
WESTLOCK	Australia	26.09.2007	1201496	19.01.2009	1201496
WESTPAC	Australia	30.08.1963	182585	30.08.1963	182585
WESTRACE	Australia	20.09.1988	495810	20.09.1988	495810
WESTRONIC	Australia	24.04.1951	105970	24.04.1951	105970
WESTRONIC	New Zealand	18.07.1958	62308	25.02.1959	62308

REGISTERED PATENTS

Title	Filing date	Application number
Lighting system	01.08.01	11126/01
CONDITION MONITORING SYSTEM	05.08.02	0325744.1
Condition monitoring system	03.28.02	29286/02
CONDITION MONITORING SYSTEM	05.08.02	10/477,222
A mounting arrangement	07.05.12	601091
A mounting arrangement	07.05.12	2012203944
MOUNTING ARRANGEMENT	07.05.12	13/541,895
RAILWAY TRACK DISPLACEMENT MEASUREMENT SYSTEM AND METHOD FOR PROACTIVE MAINTENANCE	12.17.15	PCT/US2015/066226
SUPPLEMENTARY WARNING SYSTEM FOR LEVEL CROSSING ACTIVATED BY TRAIN	10.18.13	PCT/AU2013/001212
Condition monitoring system	05.08.01	PR4832
POINT MACHINE AND SWITCH WITH SNAP-ACTION AND METHOD OF OPERATING SAID POINT MACHINE	11.24.15	PCT/US2015/062248
Lightning system	04.28.00	PQ7174
CONDITION MONITORING SYSTEM	05.08.02	02721848.6
A mounting arrangement	07.06.11	2011902689
Points monitoring system	02.12.02	0203262.1
CONDITION MONITORING SYSTEM	05.08.02	PCT/AU02/00570

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