

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6209471

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	CHANGE OF NAME	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENERAL ELECTRIC COMPANY	02/25/2019
RECEIVING PARTY DATA		
Name:	GE GLOBAL SOURCING	
Street Address:	901 MAIN AVENUE	
City:	NORWALK	
State/Country:	CONNECTICUT	
Postal Code:	06851	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16934046
CORRESPONDENCE DATA		
Fax Number:	(314)584-4062	
<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:	314-584-4080	
Email:	Docket@splglaw.com	
Correspondent Name:	THE SMALL PATENT LAW GROUP, LLC	
Address Line 1:	225 S. MERAMEC, SUITE 725	
Address Line 4:	ST. LOUIS, MISSOURI 63105	
ATTORNEY DOCKET NUMBER:	WABP12723USCIP2 476U2	
NAME OF SUBMITTER:	JASON P. GROSS	
SIGNATURE:	/Jason P. Gross/	
DATE SIGNED:	07/21/2020	
Total Attachments: 4		
source=GE_to_GEGSLLC_Assignment_ClosingUS#page1.tif		
source=GE_to_GEGSLLC_Assignment_ClosingUS#page2.tif		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("Assignment"), effective as of February 25, 2019 ("Effective Date"), is by and between General Electric Company ("Assignor") and GE Global Sourcing LLC ("Assignee").

WHEREAS, pursuant to that certain Separation, Distribution and Sale Agreement, dated as of May 20, 2018 among Assignor, Transportation Systems Holdings Inc. ("SpinCo"), Westinghouse Air Brake Technologies Corporation, and Wabtec US Rail, Inc. (the "Separation Agreement"), Assignor agreed to Transfer, or cause certain of its affiliates to Transfer, and SpinCo agreed to receive or cause certain of its Affiliates to receive, the SpinCo Assets, in each case on the terms and subject to the conditions contained in the Separation Agreement;

WHEREAS, in accordance with its obligations under the Separation Agreement, prior to the date of the Initial Assignment (as defined below), Assignor transferred, directly or indirectly, all of its outstanding equity interests in Assignee to SpinCo;

WHEREAS, in furtherance of the Separation Agreement, Assignor and Assignee entered into that certain Amended and Restated Intellectual Property Assignment Agreement effective as of November 1, 2018 (the "Initial Assignment"), pursuant to which Assignor delivered and transferred to Assignee all of Assignor's right, title and interest in and to the Tiger Intellectual Property, Tiger Software (excluding any Software listed on Schedule 2.01(a) of the Separation Agreement) and Tiger Data/Technology in exchange for a cash payment of \$567,000,000 and the Promissory Note for \$567,000,000 between Assignor and Assignee dated November 1, 2018 (collectively, the "Consideration");

WHEREAS, with respect to any Tiger Intellectual Property, Tiger Software (excluding any Software listed on Schedule 2.01(a) of the Separation Agreement) or Tiger Data/Technology developed or identified after the effective date of the Initial Assignment that constitutes SpinCo Assets and that is required to be transferred to SpinCo pursuant to the Separation Agreement, including as set forth on Exhibit A hereto (the "Assigned IP"), Assignor desires to deliver and transfer to Assignee such Assigned IP pursuant to this Assignment; and

WHEREAS, the Consideration was provided in exchange for both the Initial Assignment and this Assignment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Separation Agreement.
2. Assignor hereby sells, assigns and transfers to Assignee 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 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 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 Assignee, 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 Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder.
5. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record 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 Assignment.

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.

As Assignor:

General Electric Company

By: 

Name:

Michael Jones

Title:

VP, BD

As Assignee:

GE Global Sourcing LLC

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

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.

As Assignor:

General Electric Company

By: _____

Name:

Title:

As Assignee:

GE Global Sourcing LLC

By:  _____

Name: Brittany Owens

Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]