

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6808342

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRANSPORTATION IP HOLDINGS, LLC	06/23/2021
RECEIVING PARTY DATA	
Name:	POWERHOUSE ENGINE SOLUTIONS SWITZERLAND IP HOLDING GMBH
Street Address:	C/O CENTRALIS SWITZERLAND GMBH, BAHNHOFSTRASSE 10
City:	ZUG
State/Country:	SWITZERLAND
Postal Code:	CH-6300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17219491
CORRESPONDENCE DATA	
Fax Number:	(971)271-8021
<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:	9712718020
Email:	PatentComm@mccrus.com
Correspondent Name:	MCCOY RUSSELL LLP
Address Line 1:	1410 NW JOHNSON ST. SUITE 201
Address Line 4:	PORTLAND, OREGON 97209
ATTORNEY DOCKET NUMBER:	WAB/P/21661/US/SEC6
NAME OF SUBMITTER:	DAWSON FINLEY
SIGNATURE:	/Dawson Finley/
DATE SIGNED:	07/12/2021
Total Attachments: 4	
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Patent Assignment Agreement

This AGREEMENT (“**Agreement**”) is made as a DEED effective as of June 23, 2021, by and between

1. **TRANSPORTATION IP HOLDINGS, LLC**, a company incorporated and existing under the laws of the state of Delaware, USA, with the business identity code SEC CIK #0001814416 and registered address at 901 Main Avenue, Norwalk, CT 06851, USA (“**Wabtec**”); and
2. **Powerhouse Engine Solutions Switzerland IP Holding GmbH**, a company incorporated and existing under the laws of Switzerland, with registration number CHE-492.565.157 and which has its registered office at c/o Centralis Switzerland GmbH, Bahnhofstrasse 10, CH-6300 Zug, Switzerland (the “**Assignee**”).

Recitals

WHEREAS, Wabtec holds certain patent and patent application rights and desires to assign such patent and patent application rights to Assignee; and

WHEREAS, Assignee desires to receive assignment of such patent and patent application rights; and

WHEREAS, Wabtec and Assignee (amongst others) intend to enter into a Technology Transfer, Assignment and License Agreement (the “**TTA**”).

Agreement

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

Article I. Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein shall have the meanings ascribed to such terms in the TTA.

Article II. Patent Assignment

“**Wabtec Patents**” means the patents and patent applications, and all related foreign patent family, and future patents and patent applications that claim priority therefrom, and which are listed in Appendix A of this Patent Assignment Agreement.

In exchange for the consideration described below, Wabtec hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Wabtec Patents, 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 Wabtec 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 Agreement.

Wabtec hereby authorizes and requests the officials of the United States Copyright Office and any 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 Wabtec Patents.

Article III. Consideration. In consideration for the mutual promises set out in this Agreement and other agreements between the Parties, the parties hereto agree to the sale, assignment and transfer of the Wabtec Patents as set out herein, which the parties agree is good and valuable consideration of sum of Euro 10.

Article IV. This Agreement 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 any other Wabtec Patents.

Article V. Upon reasonable request by Assignee, Wabtec will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Wabtec Patents set forth herein, and to vest in Assignee such right, title, and interest in and to the Wabtec Patents as sold, assigned and transferred to Assignee hereunder.

Article VI. Non-assert. The parties agree that any dispute under or regarding this Agreement will be settled under the TTA.

Article VII. Applicable Law. This Agreement (including non-contractual disputes or claims), and the relationship established hereunder, shall be governed by and construed, interpreted and applied in accordance with the laws of England.

Article VIII. General

A. Assignee and Wabtec agree that the terms of this Agreement shall be confidential and shall not be disclosed to another party unless (i) such disclosure is made in accordance with a legal obligation or (ii) such disclosure is made after obtaining consent from the non-disclosing party or (iii) such disclosure is made under the terms of the TTA or to the other parties to the TTA. Notwithstanding the foregoing, this Patent Assignment Agreement shall be used (without breach of this clause) for registration with various patent and trademark offices around the world to register the assignment of rights therewith.

B. If any term, condition or provision of this Agreement, or of any Wabtec Patents is found to be invalid, unlawful or unenforceable to any extent, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

C. This Agreement may not be amended, supplemented, released, discharged, abandoned, changed or modified in any manner, orally, or otherwise, except by an instrument in writing of concurrent or subsequent date signed by duly authorized officers or representatives of the parties hereto. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

D. This Agreement 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 Agreement 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.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto (or their duly authorized officers or representatives) and delivered as a DEED on the date first written above.

Assignor: Transportation IP Holdings, LLC (Wabtec)

Executed as a Deed by
Transportation IP Holdings, LLC,
a company incorporated in Delaware, US,
acting by:

Name: Shawn A. McClintic

Title: Executive Counsel, Intellectual Property

who, in accordance with the laws of that territory, is acting
under the authority of the company



(Authorized Signatory)


Assignee: Powerhouse Engine Solutions Switzerland IP
Holding GmbH

Executed as a Deed by
**Powerhouse Engine Solutions Switzerland IP Holding
GmbH**
a company incorporated in Switzerland, acting by:

Name: Gerry McEvoy

Title: Director

who, in accordance with the laws of that territory, is acting
under the authority of the company



(Authorized Signatory)

Copyright Assignment Agreement

This **Copyright Assignment Agreement** ("Assignment") is made as a DEED effective as of June, 22 2021 by and between

1. **TRANSPORTATION IP HOLDINGS, LLC**, a company incorporated and existing under the laws of the state of Delaware, USA, with the business identity code SEC CIK. #0001814416 and has an address at 901 Main Avenue, Norwalk, Ct 06851 ("**Wabtec**"); and
2. **Powerhouse Engine Solutions Switzerland IP Holding GmbH**, a company incorporated and existing under the laws of Switzerland, with registration number CHE-492.565.157 and which has its registered office at c/o Centralis Switzerland GmbH, Bahnhofstrasse 10, CH-6300 Zug, Switzerland (the "**Assignee**").

Recitals

WHEREAS, Wabtec holds certain copyright rights and desires to assign such copyright rights to Assignee; and

WHEREAS, Assignee desires to receive assignment of such copyright rights; and

WHEREAS, Wabtec and Assignee (amongst others) intend to enter into a Technology Transfer, Assignment and License Agreement (the "**TTA**").

Agreement

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

Article I. Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein shall have the meanings ascribed to such terms in the TTA.

Article II. Copyright Assignment

"**Assigned Copyright IP**" means the copyright rights which are listed in Appendix A of this Copyright Assignment Agreement.

In exchange for the consideration described below, Wabtec hereby sells, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Assigned Copyright 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 Wabtec 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.

Article III. Consideration. In consideration for the mutual promises set out in this Assignment, the parties hereto agree to the sale, assignment and transfer of the Assigned Copyright IP as set out herein, which the parties agree is good consideration.

Article IV. 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 any other Assigned Copyright IP.

Article V. This Assignment (including non-contractual disputes or claims), and the relationship established hereunder, shall be governed by and construed, interpreted and applied in accordance with the laws of England.

Article VI. Upon reasonable request by Assignee, Wabtec will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Copyright

IP set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Copyright IP as sold, assigned and transferred to Assignee hereunder.

Article VII. Wabtec hereby authorizes and requests the officials of the United States Copyright Office and any 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 Copyright IP.

Article VIII. This Assignment may not be amended, supplemented, released, discharged, abandoned, changed or modified in any manner, orally, or otherwise, except by an instrument in writing of concurrent or subsequent date signed by duly authorized officers or representatives of the parties hereto. 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.

Article IX. 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.

Article X. Assignee and Wabtec agree that the terms of this Assignment shall be confidential and shall not be disclosed to another party unless (i) such disclosure is made in accordance with a legal obligation or (ii) such disclosure is made after obtaining consent from the non-disclosing party or (iii) such disclosure is made under the terms of the TTA or to the other parties to the TTA.

Article XI. The Parties agree that any dispute under or regarding this Agreement will be settled under the Technology Transfer Agreement between the Parties.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto (or their duly authorized officers or representatives) and delivered as a DEED on the date first written above.

Assignor: Transportation IP Holdings, LLC (Wabtec)

Executed as a Deed by
Transportation IP Holdings, LLC,
a company incorporated in **Delaware, US,**
acting by:

Name: Shawn A. McClintic

Title: Executive Counsel, Intellectual Property

who, in accordance with the laws of that territory, is
acting under the authority of the company



(Authorized Signatory)

Assignee: Powerhouse Engine Solutions Switzerland IP Holding GmbH

Executed as a Deed by
Powerhouse Engine Solutions Switzerland IP Holding GmbH,
a company incorporated in Switzerland,
acting by:

Name: Gery McEvoy

Title: Director

who, in accordance with the laws of that territory, is
acting under the authority of the company



(Authorized Signatory)