

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI370284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Company	06/30/2024
RECEIVING PARTY DATA	
Company Name:	GE Intellectual Property Licensing, LLC
Street Address:	1 Research Circle
City:	Niskayuna
State/Country:	NEW YORK
Postal Code:	12309
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17048424
CORRESPONDENCE DATA	
Fax Number:	
<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:	(281)758-0025
Email:	lweiss@deliziopeacock.com
Correspondent Name:	DeLizio, Peacock, Lewin & Guerra, LLP
Address Line 1:	15201 Mason Rd.
Address Line 2:	Suite 1000-312
Address Line 4:	Cypress, TEXAS 77433
ATTORNEY DOCKET NUMBER:	325558
NAME OF SUBMITTER:	Lindy Weiss
SIGNATURE:	Lindy Weiss
DATE SIGNED:	07/18/2024
Total Attachments: 6	
source=325558-GE IPL assignment to record#page1.tiff	
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source=325558-GE IPL assignment to record#page3.tiff	
source=325558-GE IPL assignment to record#page4.tiff	
source=325558-GE IPL assignment to record#page5.tiff	

INTELLECTUAL PROPERTY CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of June 30, 2024 (the “Effective Date”), by and between General Electric Company, a New York corporation (the “**Assignor**”), and GE Intellectual Property Licensing, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, effective as of the Effective Date, the parties desire that Assignor contribute, convey, assign and transfer to Assignee all of the right, title and interest of Assignor in and to the patents and patent applications set forth on Attachment A attached hereto, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment B attached hereto and domain names set forth on Attachment C attached hereto (collectively, the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to contribute, convey, assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Effective as of the Effective Date, Assignor hereby irrevocably contributes, conveys, assigns, and transfers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts all of Assignor’s right, title and interest in and to: (a) the Assigned IP (provided that, with respect to intent-to-use U.S. trademark applications, the transfer of such applications accompanies the transfer of that portion of the business to which such applications pertain); (b) all claims, causes of action and enforcement rights of any kind, and all rights to sue for past, present or future infringement of any of the Assigned IP and to collect and retain any and all damages, costs, profits, injunctive relief and other remedies for or relating to any such past, present or future infringement of the Assigned IP or any and all claims relating thereto; (c) all rights to collect royalties, license fees or other amounts with respect to the Assigned IP; and (d) all rights (but no obligation) to apply for, file, register, maintain, prosecute, extend, renew, enforce, license and otherwise exploit in any or all countries of the world patents, patent applications, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any and all of the Assigned IP (including, without limitation, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, substitutions, requests for continuing examinations, divisions, divisionals, counterparts and other applications, worldwide, based in whole or in part thereon) and any and all of the inventions, invention disclosures, designs and discoveries described or disclosed therein, in each case, without any requirement for Assignee to seek or obtain any consent or other approval from or otherwise inform Assignor.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon Assignee's request. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution of and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee.

3. Entire Agreement; Amendments. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Any provision of this Agreement may be amended or waived, but only if the amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto, or, in the case of a waiver, by the party or parties asserted to have made such waiver.

4. Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. Governing Law and Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any action or dispute arising out of or relating to this Agreement brought by any party or its successors or permitted assigns against any other party shall be brought and determined in the Court of Chancery of the State of Delaware.

6. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7. Counterparts. This Agreement may be executed in two counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

GENERAL ELECTRIC COMPANY

By: *Kirsten M. Max*

Name: Kirsten M. Max

Title: Authorized Signatory

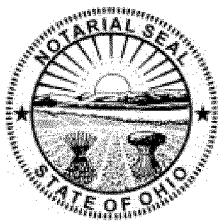
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO

SS:

COUNTY OF CLERMONT

On this 30th day of June, 2024 before me, the undersigned, personally appeared Kirsten M. Max, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



LISA BREYMEIER
Notary Public, State of Ohio
My Commission Expires:
MAY 2, 2029

Lisa Breymeier

Notary Signature and Seal

ASSIGNEE:

GE INTELLECTUAL PROPERTY LICENSING, LLC

By:

Name: Hasan Rashid

Title: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO

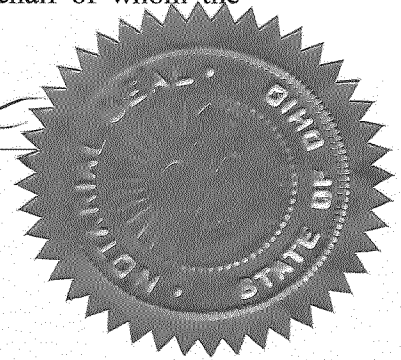
SS:

COUNTY OF HAMILTON

On this 30th day of June 2024 before me, the undersigned, personally appeared HASAN RASHID, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.


Notary Signature and Seal

My Commission Expires
September 9, 2026



[Signature Page to Intellectual Property Contribution, Assignment and Assumption Agreement]

Attachment A

Patents

