

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE-Fairchild LLC		06/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Joy Global Underground Mining LLC		
Street Address:	40 Pennwood Place		
Internal Address:	Suite 100		
City:	Warrendale		
State/Country:	PENNSYLVANIA		
Postal Code:	15086		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1176840	FAIRCHILD	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Mark J. Liss		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Mark J. Liss		
SIGNATURE:	/Mark J. Liss/		
DATE SIGNED:	06/27/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into this 25th day of June, 2018 by and between GE-Fairchild LLC, a Delaware limited liability company with a place of business at 200 Fairchild Lane, P.O. Box 300, Glen Lyn, VA 24093 ("Assignor"), and Joy Global Underground Mining LLC, a Delaware limited liability company with a place of business at 40 Pennwood Place, Suite 100, Warrendale, PA 15086 ("Assignee"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Asset Sale Agreement (as defined below).

WHEREAS, Assignee and Assignor's Affiliate, GE Transportation Parts, LLC, are parties to that certain Asset Sale Agreement entered into on June 25, 2018 (the "Asset Sale Agreement"), pursuant to which Assignee agreed to purchase certain assets from Assignor, including the trademark set forth on Schedule I hereto (the "Trademark");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to Closing pursuant to the terms of the Asset Sale Agreement.

NOW THEREFORE, for the consideration stated in the Asset Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee: (i) all of Assignor's right, title and interest in and to the Trademark, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby; (ii) to all income and payments now or hereafter due or payable with respect thereto; (iii) all causes of action (either in law or in equity) relating thereto; and (iv) the right to sue, counterclaim and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under this Trademark Assignment.

2. Nothing contained in this Trademark Assignment extends, limits or otherwise modifies the representations, warranties, covenants, agreements, obligations and indemnities contained in the Asset Sale Agreement, including any representations, warranties, covenants, agreements and indemnities relating to the Trademark. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, obligations, and indemnities contained in the Asset Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Sale Agreement and the terms hereof, the terms of the Asset Sale Agreement shall govern. Notwithstanding anything to the contrary in this Trademark Assignment, the parties hereto acknowledge and agree that Assignee shall not assume or be liable for any Liabilities of Assignor or any other Person (other than the Assignee) of any nature associated with any Trademark arising out of, in connection with or resulting from Assignor's or any other Person's (other than Assignee's) ownership, use, and operation of such Trademark prior to the Closing Date. Assignee acknowledges that Assignee shall be responsible and liable

for all Liabilities arising out of, in connection with or resulting from the ownership, use, and operation of each Trademark from and after the Closing Date.

3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademark, and shall not enter into any agreement in conflict with this Trademark Assignment.

4. This Trademark Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

6. This Trademark Assignment and any dispute, controversy, or proceeding arising out of or relating in any way to this Trademark Assignment, whether in contract, tort, common law, statutory law, equity or otherwise, including any question regarding its existence, validity or scope, shall be governed by, construed and interpreted in accordance with the Laws of the State of New York, without giving effect to any choice of law rules that would cause the application of Laws of any jurisdiction other than those of the State of New York.

7. Except as otherwise expressly set forth in this Trademark Assignment, any dispute, controversy or claim arising out of or relating in any way to this Trademark Assignment, whether in contract, tort, common law, statutory law, equity or otherwise, including any question regarding its existence, validity or scope, shall be resolved in accordance with this Section 7. If a dispute is not resolved by negotiations, either party hereto shall, by giving written notice, refer the dispute to a meeting of appropriate higher management or to mediation, to be held within thirty (30) Business Days after the giving of notice, or such later date as may be mutually agreed. If the dispute is not resolved within the thirty (30) Business Days of providing such notice, or within the mutually agreed-upon later time period, either party hereto may commence legal action, which will exclusively be brought and resolved in the United States District Court for the Southern District of New York (where federal jurisdiction exists) or the Commercial Division of the Courts of the State of New York sitting in the County of New York (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts. Each party hereto agrees that jurisdiction and venue in these New York courts is appropriate, and each party hereto irrevocably submits with respect to any action or proceeding brought pursuant to this Section 7 for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts of New York, and irrevocably waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for any proceeding brought pursuant to this Section 7.

8. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY,

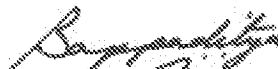
IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

GE-FAIRCHILD LLC

By: 
Name: Bappaditya Banerjee
Title: President

[Signature Page to Trademark Assignment]

ASSIGNEE:

JOY GLOBAL UNDERGROUND MINING LLC

By: 

Name: DIEGO OJEDA

Title: V.P. BUSINESS DEVELOPMENT.

[Signature Page to Trademark Assignment]

SCHEDULE 1

Mark	US Registration / Serial Number	Status
FAIRCHILD	1176840 / 73198891	Active