

11-16-1998

OVER SHEET ONLY

OMB No. 0651-0011 (exp. 4/94)

10-30-98

Tab settings



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MRO To the Honorable Commis

Record the attached original documents or copy thereof.

1. Name of conveying party(ies): CBS Corporation, Formerly Known As Westinghouse Electric Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Pennsylvania, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 9/28/98

2. Name and address of receiving party(ies)

Name: Siemens Westinghouse Power Corporation

Internal Address:

Street Address: 4400 Alafaya Trail

City: Orlando State: FL ZIP: 32826

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached List

B. Trademark Registration No.(s)

See Attached List

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elsa Keller

Internal Address: Legal Administrator

Siemens Corporation IP Dept.

Street Address: 186 Wood Avenue South

City: Iselin State: NJ ZIP: 08830

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 560.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-2179

(Attach duplicate copy of this page if paying by deposit account)

11/13/1998 JSH/DAZZ 00000071 192179 74297766

DO NOT USE THIS SPACE

01 FC-401 40.00 CH, 02 FC-402 325.00 CH

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter A. Luccarelli Jr. Name of Person Signing

Signature

29 OCTOBER 1998 Date

Reg. No. 29,750

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments, TRADEMARK Washington, D.C. 20231

REEL: 1815 FRAME: 0943

Schedule A

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration No.</u>
AEROPAC.....	74/297,766	
BORSONIC	73/235,444	1,158,647
COLLECTIVE INTELLIGENCE	74/140,997	1,717,624
COLLECTIVE INTELLIGENCE	74/243,977	1,776,719
DISTRIBUTION STATIC COMPENSATOR.....	75/363,077	
DSTATCOM.....	75/363,076	
DVR.....	75/363,102	
DYNAMIC VOLTAGE RESTORER	75/363,075	2,010,719
POWER QUALITY AUDIT	74/140,996	1,717,623
RIGI-FLEX.....	74/571,812	
SPRAY-PRO	74/717,017	2,058,252
SURESINE	74/562,290	
THERMALASTIC.....	655,199	559,124
WESTAC	75/009,316	2,112,771

**ASSIGNMENT NUNC PRO TUNC OF UNITED STATES
TRADEMARKS AND SERVICE MARKS**

WHEREAS, CBS CORPORATION, formerly known as **WESTINGHOUSE ELECTRIC CORPORATION**, a Pennsylvania Corporation having its principal offices in New York, New York (hereinafter referred to in this Assignment as "ASSIGNOR"), and **SIEMENS WESTINGHOUSE POWER CORPORATION**, formerly known as **SIEMENS POWER GENERATION CORPORATION**, a Delaware Corporation having its principal offices in New York, New York (hereinafter referred to in this Assignment as "ASSIGNEE"), have entered into an Asset Purchase Agreement dated November 14, 1997 (as amended, the "Agreement") pertaining to sale by ASSIGNOR of certain of its assets to ASSIGNEE, (as set forth in the Agreement);

NOW, THEREFORE, pursuant to the Agreement, effective as of August 19, 1998. ASSIGNOR distributed, assigned, and transfered to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to trademarks, trademark registrations and trademark applications, service marks, service mark registrations and service mark applications as identified in Schedule A attached ("marks"), together with the goodwill of the business in which the marks are used, along with any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past infringement thereof, and any and all choses in action related thereto. ASSIGNOR retains no ownership rights in the properties transferred to ASSIGNEE hereunder. ASSIGNEE may apply for and receive marks in its own name wherever so permitted by law.

ASSIGNOR shall, when requested by the ASSIGNEE, execute all rightful oaths, assignments and powers of attorney, including but not limited to the right to file and prosecute in its own name, wherever so permitted by law, mark applications, including corresponding foreign applications, and to claim priority of mark applications pursuant to the international convention, to the ASSIGNEE and to agents and legal representatives of the ASSIGNEE and all other papers necessary and proper to carry out the intent and purpose of this Assignment.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative on this 29th day of September, 1998.

CBS CORPORATION

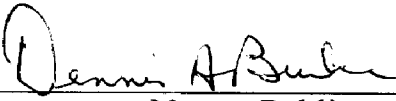
By: 

Name: Louis A. DePaul

Title: Assistant General Counsel

Commonwealth of Pennsylvania)
)SS.
County of Allegheny)

On this 24th day of September, 1998, before me personally appeared Louis A. DePaul, proved to be on the basis of satisfactory evidence to be the person who executed the above Assignment as Assistant General Counsel on behalf of CBS Corporation and acknowledged to be that the corporation executed it. WITNESS my hand and official seal.



Notary Public

Notarial Seal
Dennis A. Burke, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 22, 2002
Member, Pennsylvania Association of Notaries

Docket No. Div Code

Docket No.	Ctry	Status	Curr	App	No	Trademark	Div Code
26791	USA	G				THERMALASTIC	P
58922	USA	G				140996 POWER QUALITY AUDIT	P
58924	USA	G				140997 COLLECTIVE INTELLIGENCE	P
54912	USA	G				235444 BORSONIC	T5
58923	USA	G				243977 COLLECTIVE INTELLIGENCE	P
58451	USA	G				562290 SURESINE	T5
58463	USA	G				571812 RIGI-FLEX	P
58755	USA	G				717017 SPRAY-PRO	T5
58473	USA	F				7/297766 AEROPAC	P
58797	USA	G				75/009316 WESTAC	P
58996	USA	F				75/363075 DYNAMIC VOLTAGE RESTORER	P
58997	USA	F				75/363076 DSTATCOM	P
58998	USA	F				75/363077 DISTRIBUTION STATIC COMPENSATOR	P
58995	USA	F				75/363102 DVR	P