### 900227169 07/02/2012

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hamilton Sundstrand Corporation		03/30/2012	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Solar Turbines Incorporated		
Street Address:	2200 Pacific Highway		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1269614	TURBOMACH

### **CORRESPONDENCE DATA**

Fax Number: 2024084400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-408-4000

Email: docketing@finnegan.com

Correspondent Name: Jonathan M. Gelchinsky

Address Line 1: 901 New York Avenue NW

Address Line 2: Finnegan, Henderson, et al

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

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Date:	07/02/2012
Total Attachments: 6 source=TURBOMACH Assignment#page1.t source=TURBOMACH Assignment#page2.t source=TURBOMACH Assignment#page3.t source=TURBOMACH Assignment#page4.t source=TURBOMACH Assignment#page5.t source=TURBOMACH Assignment#page6.t	if if if if

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 30, 2012 is made by HAMILTON SUNDSTRAND CORPORATION ("Assignor"), a Delaware corporation, with an office at One Hamilton Road, Windsor Locks, CT 06096, in favor of SOLAR TURBINES INCORPORATED ("Assignee"), a Delaware Corporation, located at 2200 Pacific Highway, P.O. Box 85376, San Diego, California 92186-5376.

Whereas, Assignor possesses the right, title, and interest to the trademark TURBOMACH, related trademark registrations (including but not limited the registrations listed on the attached Schedule of Trademarks), and related common law trademark rights ("Assigned Trademark"), and

Whereas, Assignee desires to acquire all of the Assignor's right, title and interest in and to the TURBOMACH trademark, along with the goodwill of the business associated therewith.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademarks and trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks of the US Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further

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actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. <u>Disclaimers</u>. Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

### 4. General.

- (a) <u>Entire Agreement</u>. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (b) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) <u>Governing Law</u>. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

	HAMILTON SUNDSTRAND CORPORATION			
	By: Steven Brown			
	Name: Steven R. Brown Title: Contracts Manager			
	Title: Contracts Manager			
SWORN TO BEFORE ME THIS DATE:				
Notary Public				
AGREED TO AND ACCEPTED:				
	SOLAR TURBINES INCORPORATED			
	By: Januar S. Stanley Name: Barbara G. Stanley Title: VP, Pomer Deneration			
	Name: Barbara G. Stanley			
	Title: VP Pomer Deneration			
SWORN TO BEFORE ME THIS DATE:				
Notary Public				

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	)
County of Sun Riego	}
County of State of St	J
On Upril 13 2012 before me,	DE ALEXANDER a notary publ
personally appeared <u>Steven</u>	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactor
	evidence to be the person(s) whose name(s) is/a
	subscribed to the within instrument and acknowledge
	to me that he/she/they executed the same
B. E. ALEXANDER	his/her/their authorized capacity(ies), and that the
Commission # 1812940	his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
Notary Public - California San Diego County	person(s) acted, executed the instrument.
My Comm. Expires Sep 12, 2012	
	I certify under PENALTY OF PERJURY under the
	laws of the State of California that the foregoin
	paragraph is true and correct.
	WITNESS my hand and official seal.
	TXIM
•	Signature: //////////
Place Notary Seal Above	Signature of Notary Public
Though the information below is not required b	y law, it may prove valuable to persons relving on the document
	al and reattachment of this form to another document.
Description of Attached Document  Title or Type of Document:	with and and that are al
• 11	an groughmen greenens
Document Date: March 30, 2012	Number of Pages:
-	
Capacity(ies) Claimed by Signer(s)	Olomo auto Ni arra
Signer's Name:	<del>-</del>
☐ Corporate Officer — Title(s): ☐ Individual	
OF SIGNE	OF SIGNER
☐ Partner — ☐ Limited ☐ General   Top of thumb	
☐ Trustee	☐ Attorney in Fact
☐ Guardian or Conservator	☐ Trustee
☐ Other:	☐ Guardian or Conservator
	□ Other:
Signer Is Representing:	Signer Is Representing:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	)
County of Jan Diego	}
, , , , , , , , , , , , , , , , , , ,	10 M 101 0 10 M 10 10 M
On March 29. 2012 before me, Barbara G	18e Machitar Padilla, Notary Public
personally appeared Barbara G	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
JOYCE MACHITAR PADILLA Commission # 1836326 Notary Public - California San Diego County My Comm. Expires Feb 13, 2013	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Signature Signature of Notary Public
Though the information below is not required by law, is	t may prove valuable to persons relying on the document eattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	Assimment dancement
Document Date: Wardh 30, 2012	3
	Number of Pages:
Signer(s) Other Than Named Above:	10 14
Capacity(ies) Claimed by Signer(s)	
Signer's Name: □ Individual ☑ Corporate Officer — Title(s):	Signer's Name:  Individual Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner □ Limited □ General
☐ Attorney in Fact ☐ Attorney in Fact ☐ Attorney in Fact ☐ OF SIGNER	☐ Attorney in Fact ☐ Attorney in Fact ☐ The first in Fact In the
irustee	□ Irustee
☐ Guardian or Conservator ☐ Other:	☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

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SCHEDULE 1

# ASSIGNED TRADEMARKS

DESCRIPTION		Turbomachines, particluarly gas turbomachines, turbocompressors and turbogenerators.	Power packages, namely a gas turbine in	combination with either a generator set or	a compressor set or a pump set plus an	output mechanical drive unit	Gas turbine engines for power generation
CLASS	CODE	INT 7	INT 7				L L
REG.	DATE	6-Feb-91 INT 7	2-Feb-81 INT 7				13-Mar-84 INT 7
REG.	NUMBER	1642542	312843				1269614
DATE	FILED	6-Feb-91	2-Feb-81				22-Jun-81
SERIAL	NUMBER	265836	312843				Registered 73/315,930
STATUS		Registered	Registered				Registered
COUNTRY		France	Switzerland				United States of America
		TURBOMACH France	TURBOMACH   Switzerland				TURBOMACH United States Americ

TRADEMARK REEL: 004812 FRAME: 0859

**RECORDED: 07/02/2012**