

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RAMGEN POWER SYSTEMS, LLC		08/07/2014	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dresser-Rand Company		
<b>Street Address:</b>	Paul Clark Drive		
<b>City:</b>	Olean		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14760		
<b>Entity Type:</b>	PARTNERSHIP: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Dresser-Rand LLC, DELAWARE, LIMITED LIABILITY COMPANY</li> <li>• Dresser-Rand Group Inc., DELAWARE, CORPORATION</li> </ul>		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86247900	RAMGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8324088558		
<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>			
<b>Phone:</b>	8323388090		
<b>Email:</b>	tm@fibbelightner.com		
<b>Correspondent Name:</b>	A. Reagan Fibbe		
<b>Address Line 1:</b>	3733-1 Westheimer, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>ATTORNEY DOCKET NUMBER:</b>	D-R-RAMGEN		
<b>NAME OF SUBMITTER:</b>	A. Reagan Fibbe		
<b>SIGNATURE:</b>	/A Reagan Fibbe/		
<b>DATE SIGNED:</b>	02/02/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

7<sup>th</sup> This Trademark Assignment Agreement (the "Agreement") is entered into this day of August, 2014 (the "Effective Date") by and between Ramgen Power Systems, LLC, whose address is 11808 Northup Way, Suite W-190, Bellevue, Washington 98005 ("Assignor") and Dresser-Rand Company, whose address is Paul Clark Drive, Olean, New York 14760 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title, and interest in and to certain U.S. trademarks and applications for trademark registrations filed with the United States Trademark Office, as listed in attached Schedule A (collectively the "Marks"); and

B. WHEREAS Assignee is succeeding to the business, assets, and apparent goodwill of Assignor and desires to acquire all of Assignor's right, title, and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title, and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title, and interest in and to the Marks;

(ii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Marks to any other person or entity;

(iii) there are no liens or security interests against the Marks;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as

Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) This Agreement, including Schedule A, constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Assignor:

*Aaron Koopman*

**RAMGEN POWER SYSTEMS, LLC**

Printed Name: AARON KOOPMAN

Title: CHIEF OPERATING OFFICER

State of WA )

County of King )

On this 7<sup>th</sup> day of August, 2014, Aaron Koopman personally appeared before me Debra A. Nicolet, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



*Debra A. Nicolet*

Notary Public

My Commission expires 8/31/2016

Assignee:

Neeraj Bali

**DRESSER-RAND COMPANY**

Printed Name: NEERAJ BALI

Title: ASSOC. GEN. COUNSEL-IP

State of Texas )

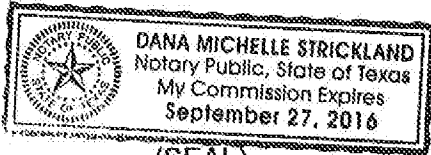
County of Harris )

On this 7<sup>th</sup> day of August, 2014, Neeraj Bali personally appeared before me Dana M. Strickland, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Dana M. Strickland

Notary Public

My Commission expires 9/27/2016



(SEAL)

(Schedule A on the Next Page)

**Schedule A**

C/M No.	Country	Filing Date	Issue Date	Title
		Serial No.	Issue No.	
42495.01325	US	Filed: 11/27/2013 Serial #: 86/130,346		Title: RAMPRESSOR
42495.00662	US	Filed: 9/3/2010 Serial #: 85/123,168	Abandoned	Title: RAMGEN
	US	Filed: 4/10/2014 Serial #: 86/247,900		Title: RAMGEN
	US	Filed: May 21, 2010 Serial #: 85/045,528	Abandoned	Title: RAMPRESSOR
	US	Filed: July 8, 2006 Serial #: 78/825,100	Abandoned	Title: RAMPRESSOR
	US	Filed: November 11, 2006 Serial #: 77/041,932	Abandoned	Title: RAMGEN

*AK*