

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
mitsubishi heavy industries, ltd.		04/30/2015	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	mitsubishi hitachi power systems, ltd.		
Street Address:	3-1, Minatomirai 3-Chome, Nishi-Ku Yokohama-shi		
City:	Kanagawa		
State/Country:	JAPAN		
Postal Code:	220-8401		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3463934	DIAMOND SET	
Registration Number:	3577833	A-CPFM	
Registration Number:	4053479	M501G	
Registration Number:	4053480	M501F	
Serial Number:	86133084	MH	
Serial Number:	86133123	MHPS	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	05/11/2015		

OP \$165.00 3463934

Total Attachments: 4

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DATED 30 April 2015

BETWEEN

mitsubishi heavy industries, LTD.

AND

MITSUBISHI HITACHI POWER SYSTEMS, LTD.

AGREEMENT RELATING TO TRANSFER OF TRADE MARKS
IN U.S.A.

THIS AGREEMENT is executed on the 30th Day of April 2015.

BETWEEN:

- A. MITSUBISHI HEAVY INDUSTRIES, LTD. of 16-5, Konan 2-Chome, Minato-Ku Tokyo 108-8215 Japan ("**Transferor**"); and
- B. MITSUBISHI HITACHI POWER SYSTEMS, LTD. of 3-1, Minatomirai 3-Chome, Nishi-Ku Yokohama-shi, Kanagawa 220-8401 Japan ("**Transferee**").

WHEREAS:

- A. The Transferor was the owner of the trade marks set out in the schedule to this Agreement (the "**Trade Marks**").
- B. The Transferee has obtained ownership of the Trade Marks by means of succession and operation of Japanese law which resulted in the transfer to the Transferee of the business in which the Trade Marks are used, which business is ongoing and existing, and the assets related thereto.
- C. The Transferor and the Transferee wish to confirm the transfer of ownership of the Trade Marks from Transferor to Transferee by executing this Agreement.

IT IS AGREED:

1. **AGREEMENT**

The Transferor and the Transferee hereby confirm that as of 1 February 2014 ("Effective Date") the ownership of the Trade Marks was transferred by operation of Japanese law from the Transferor to the Transferee, including:

- (a) all property, right, title and interest in the Trade Marks including all common law rights connected therewith, together with the goodwill of the business in which the Trade Marks are used; and
- (b) the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks or passing off which may have occurred prior to the date of this Agreement.

2. **FURTHER ASSURANCE**

The Transferor shall promptly at the request (made at any time) and expense of the Transferee:

- (a) do all acts and execute and swear all documents that are necessary or desirable to vest absolute legal and beneficial ownership of the Trade Marks in the Transferee (or the Transferee's nominee) or to perfect the Transferee's (or the Transferee's nominee's) title thereto;
- (b) give to the Transferee such reasonable assistance as the Transferee may request in evidencing the Transferee's (or the Transferee's nominee's) title to the Trade Marks;
- (c) take all steps necessary or desirable to procure the registration of the Transferee (or the Transferee's nominee) as the proprietor of the Trade Marks; and

(d) give to the Transferee such reasonable assistance as the Transferee may request in demonstrating the validity of the Trade Marks.

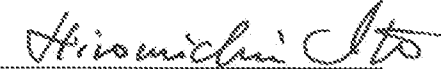
3. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan.

It is agreed that the Tokyo District Court shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement and the legal relationships established by this Agreement.

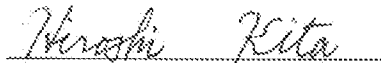
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written and have caused this Agreement to be executed by their duly authorized officers.

Signed for and on behalf of the Transferor:)
MITSUBISHI HEAVY INDUSTRIES, LTD. by its)
duly authorised representative,)
Hironichi Ito)
General Manager of Intellectual Property)
Department)



please sign above

Signed for and on behalf of the Transferee:)
MITSUBISHI HITACHI POWER SYSTEMS,)
LTD. by its duly authorised representative,)
)
Hiroshi Kita)
Senior Manager of Intellectual Property)
Group, Business Development & Strategic)
Planning Department)



please sign above

SCHEDULE

Trade Marks

Mark	Registration No.	Registration Date
Diamond Set	3463934	July 8, 2008
A-CPFM	3577833	February 17, 2009
M501G	4053479	November 8, 2011
M501F	4053480	November 8, 2011

Mark	Application No.	Application Date
MH	86133084	December 2, 2013
MHPS	86133123	December 2, 2013