

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROLLS-ROYCE ENERGY SYSTEMS, INC.		12/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Siemens Aktiengesellschaft		
Street Address:	Wittelsbacherplatz 2		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	80333		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1419863	EN-TRONIC	
Registration Number:	0803848	EN-TRONIC	
CORRESPONDENCE DATA			
Fax Number:	2129499190		
<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:	(212) 949-9022		
Email:	VMTannenbaum@lawabel.com		
Correspondent Name:	Victor Tannenbaum		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8005285		
NAME OF SUBMITTER:	Victor Tannenbaum		
SIGNATURE:	/VMT/		
DATE SIGNED:	07/02/2015		
Total Attachments: 8			
source=Rolls-Royce - Siemens AG US Deed#page1.tif			
source=Rolls-Royce - Siemens AG US Deed#page2.tif			

CH \$65.00 1419863

source=Rolls-Royce - Siemens AG US Deed#page3.tif
source=Rolls-Royce - Siemens AG US Deed#page4.tif
source=Rolls-Royce - Siemens AG US Deed#page5.tif
source=Rolls-Royce - Siemens AG US Deed#page6.tif
source=Rolls-Royce - Siemens AG US Deed#page7.tif
source=Rolls-Royce - Siemens AG US Deed#page8.tif

TRADE MARKS DEED OF ASSIGNMENT

DATED 1 December 2014

PARTIES

- (1) **Rolls-Royce Energy Systems, Inc.** a company registered in the United States of America with company number 54-1800738 and organised in the state of Delaware, whose registered office is at 105 North Sandusky Street, Mt Vernon, OH 43050 (the *Assignor*); and
- (2) **Siemens AG**, a stock corporation (Aktiengesellschaft) organised under the laws of Germany with its registered seat in Munich and Berlin, Germany, and registered in the commercial register of the local court (Amtsgericht) of Munich, under HRB 6684 and in the commercial register of the local court (Amtsgericht) of Berlin - Charlottenburg under HRB 12300, whose registered office is at Wittelsbacherplatz 2, 80333 Munich, Germany (*Siemens*).

Each a *Party* and together the *Parties*.

BACKGROUND

- (A) The Assignor is the owner of the Assigned Trade Marks.
- (B) This Agreement is entered into pursuant to the Sale and Purchase Agreement.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement. Capitalised words used in this Agreement and not defined below shall have the same meaning as in the Sale and Purchase Agreement.

Affiliate means, in relation to any person, any subsidiary or parent company of that person and any subsidiary of any such parent company from time to time other than, in the case of Rolls-Royce or any of its subsidiaries, Rolls-Royce Power Systems, and the Parties acknowledge that: (i) as at Completion, RWG is not an Affiliate of Wood Group Gas Turbine Services Holdings Limited or John Wood Group plc and (ii) RWG shall not at any time following Completion be an Affiliate of Wood Group Gas Turbine Services Holdings Limited or John Wood Group plc, provided that Wood Group Gas Turbine Services Holdings Limited's or John Wood Group plc's holding of the voting rights in RWG, their right to appoint or remove directors on the board of directors of RWG, and their control of the voting rights of RWG under an agreement with other members, in each case, whether directly or indirectly through one or more companies, do not change after Completion;

Assigned Trade Marks means the trade marks listed in the Schedule;

Combined Business has the meaning given to it in the Sale and Purchase Agreement;

Completion means the date of this Agreement;

Connected Persons has the meaning given to it in clause 5;

Hive Down Agreement means the agreement for the sale and purchase of certain assets and liabilities between certain members of the Rolls-Royce Group and ITC dated 3 August 2014;

ITC means Industrial Turbine Company (UK) Limited, a company incorporated in England and Wales with registered number 9003402 and whose registered office is at Moor Lane, Derby, Derbyshire, DE24 8BJ;

Prior Third Party Agreements means any licences in respect of the Assigned Trade Marks that Rolls-Royce or any of its Affiliates have, prior to Completion, granted or agreed in writing to grant to any third parties;

registered includes registrations and applications for registration;

Right has the meaning given to it in clause 6;

Rolls-Royce means Rolls-Royce plc, a company incorporated in England and Wales with registered number 1003142 and whose registered office is at 65 Buckingham Gate, London SW1E 6AT;

Rolls-Royce Group means Rolls-Royce and its Affiliates from time to time;

Rolls-Royce Power Systems means Rolls-Royce Power Systems AG (formerly known as Tognum AG) and any of its subsidiaries, as at 26 August 2014;

RWG means Rolls Wood Group (Repair & Overhauls) Limited;

Sale and Purchase Agreement means the agreement for the sale and purchase of, inter alia, the Combined Business between Rolls-Royce and Siemens dated 6 May 2014, as amended on or about the date of this Agreement; and

Transaction Documents means the agreements described as "Transaction Documents" in the Sale and Purchase Agreement.

1.2 In the interpretation of this Agreement, unless the context otherwise requires:

- (a) any reference to a clause or a Schedule is to a clause of, or Schedule to, this Agreement;
- (b) this Agreement includes the Schedules;
- (c) if there is any conflict between the main body of this Agreement and the provisions of any of the Schedules, the provisions of the main body of this Agreement shall apply except to the extent that they are expressly modified by the provisions of any Schedule;
- (d) clause headings do not affect the interpretation of this Agreement;
- (e) words in the singular include the plural and in the plural include the singular;
- (f) a reference to one gender includes a reference to the other gender;

- (g) references to a person include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state, joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (h) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- (i) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (j) a reference to **including, include or in particular** shall be deemed to mean including without limitation; and
- (k) **writing or written** includes faxes but not e-mail.

2. ASSIGNMENT OF ASSIGNED TRADE MARKS

Pursuant to the Sale and Purchase Agreement and subject to the terms and conditions of any Prior Third Party Agreements, the Assignor hereby assigns to Siemens all of its right, title and interest in and to the Assigned Trade Marks, including all goodwill attaching to and represented by the Assigned Trade Marks (but no other goodwill) and the right to bring or defend proceedings and obtain relief (and to retain any damages or other monies recovered) in respect of any infringement or other cause of action (including passing off) arising from ownership of any of the Assigned Trade Marks or any IPRs deriving from any applications for registration comprised within the Assigned Trade Marks, whether occurring before, on or after the date of this Agreement.

3. FURTHER ASSURANCES

3.1 The Assignor shall, at Siemens' cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents required by law for the purpose of vesting in Siemens the full benefit of the right, title and interest assigned to Siemens under this Agreement.

3.2 The Assignor shall make available for collection by Siemens (or Siemens' nominated representative) as soon as reasonably practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the registered Assigned Trade Marks.

3.3 The Assignor hereby authorises Siemens and Siemens' agents to sign all forms that are required to record any of the registered Assigned Trade Marks in the name of Siemens.

4. COSTS

Except as otherwise provided in this Agreement (or any other Transaction Document), each Party shall be responsible for its own costs, charges and other expenses (including those of its Affiliates) incurred in connection with the preparation, negotiation and execution of this Agreement.

5. ENTIRE AGREEMENT

5.1 This Agreement, the Sale and Purchase Agreement and the other Transaction Documents set out the whole agreement between the Parties in respect of the subject matter of this Agreement, and supersede any prior agreement (whether oral or written) relating to the subject matter of this Agreement. It is agreed that:

- (a) no Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other Parties (or any of their Connected Persons) in relation to the subject matter of this Agreement which is not expressly set out in this Agreement, the Sale and Purchase Agreement or the other Transaction Documents;
- (b) any terms or conditions implied by Applicable Law in relation to the subject matter of this Agreement are excluded to the fullest extent permitted by Applicable Law or, if incapable of exclusion, any right, or remedies in relation to them are irrevocably waived; and
- (c) except for any liability in respect of a breach of this Agreement, the Sale and Purchase Agreement or any other Transaction Document or an indemnity claim under this Agreement, the Sale and Purchase Agreement or any other Transaction Document, no Party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to any other Party (or its respective Connected Persons) in relation to the subject matter of this Agreement,

provided that this clause 5 shall not exclude any liability for (or remedy in respect of) fraudulent misrepresentation. Each Party agrees to the terms of this clause 5 on its own behalf and as agent for each of its Connected Persons. For the purpose of this clause, **Connected Persons** means (in relation to a Party) the officers, employees, agents and advisers of that Party and any of its Affiliates.

6. WAIVERS, RIGHTS AND REMEDIES

No failure of any Party to exercise, and no delay by it in exercising, any right or remedy under this Agreement (a **Right**) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right. Subject to clause 5, the Rights provided in this Agreement are cumulative and not exclusive of any other Rights (whether provided by applicable law or otherwise). Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

7. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

8. VARIATIONS

No amendment to this Agreement shall be effective unless in writing and signed by or on behalf of each Party.

9. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

10. NO THIRD PARTY ENFORCEMENT RIGHTS

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or under any statutory provision to enforce any of its terms.

11. GOVERNING LAW

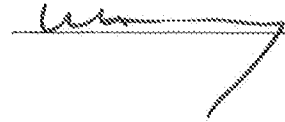
11.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

11.2 Any dispute arising in connection with this Agreement shall be resolved in accordance with clauses 48.2 to 48.10 of the Sale and Purchase Agreement.

This Agreement has been entered into on the date stated at the beginning of it and is executed as a deed by duly authorised representatives of the Parties:

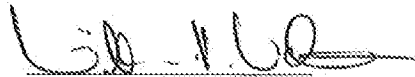
EXECUTED as a **DEED**)
by as)
attorney for)
ROLLS-ROYCE)
ENERGY SYSTEMS INC)
In the presence of:)

SIGNATURE:



Witness)

SIGNATURE:



NAME:

William H. Lokken

ADDRESS:

1875 Explorer St.
Reston, VA 20190

EXECUTED as a **DEED**)
by as)
attorney for)
SIEMENS AG)
in the presence of:)

SIGNATURE:

Witness)

SIGNATURE:

NAME:

ADDRESS:

and

SIGNATURE:

in the presence of:)

Witness)

SIGNATURE:

NAME:

ADDRESS:

This Agreement has been entered into on the date stated at the beginning of it and is executed as a deed by duly authorised representatives of the Parties:

EXECUTED as a DEED)
by as)
attorney for)
ROLLS-ROYCE)
ENERGY SYSTEMS INC)
In the presence of:)

SIGNATURE: _____

Witness)
)
)
)
)
)

SIGNATURE: _____

NAME: _____

ADDRESS: _____

EXECUTED as a DEED)
by *Christopher Stroble* as)
attorney for)
SIEMENS AG)
in the presence of:)

SIGNATURE: _____

Witness)
)
)
)
)
)

SIGNATURE: _____

NAME: _____

ADDRESS: _____

and
Jochen Kauff
in the presence of:)

SIGNATURE: _____

Witness)
)
)
)
)
)

SIGNATURE: _____

NAME: _____

ADDRESS: _____

SCHEDULE

Registered trade marks

Trademark	Territory	Reg. No	Class	Filing Date	Next Renewal	Specification Of Goods
EN-TRONIC	USA	1419863	09	08-May-1986	09-Dec-2016	Electronic controls used to optimize performance of machinery in the power generation, gas and oil industry
EN-TRONIC	USA	803848	23	25-Jun-1965	15-Feb-2016	Pneumatic and hydraulic devices combined in systems for the automatic sequential control of internal combustion engines, combustion gas turbines, steam engines, expansion engines and reciprocating and centrifugal compressors.