

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389171

<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>
UIT, L.L.C.		09/25/2015	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Progress Rail Services Corporation		
<b>Street Address:</b>	1600 Progress Drive		
<b>City:</b>	Albertville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35950		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2367078	APPLIED ULTRASONICS	
<b>Registration Number:</b>	2371707	APPLIED ULTRASONICS	
<b>Registration Number:</b>	2412927	ESONIX	
<b>Registration Number:</b>	2369391	ESONIX	
<b>Registration Number:</b>	2371690	ESONIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024084400		
<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>	2024084000		
<b>Email:</b>	docketing@finnegan.com		
<b>Correspondent Name:</b>	Whitney D. Cooke		
<b>Address Line 1:</b>	901 New York Avenue, NW		
<b>Address Line 2:</b>	Finnegan, Henderson et al		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Whitney D. Cooke		
<b>SIGNATURE:</b>	/Whitney D. Cooke/		
<b>DATE SIGNED:</b>	06/24/2016		
<b>Total Attachments: 11</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Assignment**"), dated as of September 25, 2015 (the "**Effective Date**"), is made by and among UIT, L.L.C., an Alabama limited liability company ("**UIT**"), APPLIED ULTRASONICS, LLC, an Alabama limited liability company ("**AU**") and APPLIED ULTRASONICS INTERNATIONAL, LLC, an Alabama limited liability company ("**AUI**") (UIT, AU and AUI each being a "**Seller**" and sometimes being referred to collectively herein as "**Sellers**"), in favor of PROGRESS RAIL SERVICES CORPORATION, an Alabama corporation ("**Buyer**").

WHEREAS, pursuant to that certain Purchase Agreement dated September 25, 2015 (the "**Purchase Agreement**") by and between Sellers and Buyer, Sellers have agreed to sell to Buyer and Buyer has agreed to purchase from Sellers certain assets of Sellers as set forth and described in the Purchase Agreement (the "**Purchased Assets**");

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to convey, transfer and assign to Buyer, as part of the Purchased Assets, the Intellectual Property Assets, and have agreed to execute and deliver this Assignment to evidence the transfer and assignment of the Intellectual Property Assets, and for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office, as applicable; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers have granted, bargained, sold, assigned, transferred, conveyed and delivered, and do grant, bargain, sell, assign, transfer, convey and deliver unto Buyer, its successors and assigns, all right, title and interest in and to the following (collectively, the "**Intellectual Property Assets**"):

(a) all patents and patent applications, including without limitation, those set forth on Schedule 1(a) attached hereto, including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof, and other Governmental Authority (as defined in the Purchase Agreement) issued indicia of invention ownership (including certificates of invention, petty patents and patent utility models) (the "**Patents**");

(b) all trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the

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foregoing (the “**Trademarks**”), including without limitation, those set forth on Schedule 1(b) attached hereto;

(c) all copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals for any of the foregoing (the “**Copyrights**”), including without limitation, those set forth on Schedule 1(c) attached hereto;

(d) all internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(e) all mask works, and all registrations, applications for registration, and renewals therefor;

(f) all industrial designs, and all patents, registrations, applications for registration, and renewals therefor;

(g) all trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques and other confidential and proprietary information and all rights therein (the “**Trade Secrets**”);

(h) all computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications and other documentation thereof (the “**Software**”);

(i) all rights of publicity;

(j) all other intellectual or industrial property and proprietary rights;

(k) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(l) 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 relief for 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; and

(m) all Intellectual Property Registrations related to any of the foregoing.

2. Recordation. Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer.

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3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No Seller may assign this Assignment without the prior written consent of Buyer.

6. Severability. The invalidity or unenforceability of any of terms, conditions, or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this Assignment shall remain operative and in full force and effect.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Sellers have caused this Assignment to be executed and delivered as of the Effective Date.


**SELLERS:**

UIT, L.L.C.

By:   
Name: JAMES D. DAVIS  
Its: MANAGER


APPLIED ULTRASONICS, LLC

By: UIT, L.L.C.  
Its: Sole Member

By:   
Name: JAMES D. DAVIS  
Its: MANAGER

APPLIED ULTRASONICS  
INTERNATIONAL, LLC

By: UIT, L.L.C.  
Its: Sole Member

By:   
Name: JAMES D. DAVIS  
Its: MANAGER

Intellectual Property Assignment Signature Page *KR by BF*

**Schedule 1(a)**

**Patents and Patent Applications**

1. See attached Patent Summary.
2. Pursuant to the terms of that certain Ultrasonic Impact Treatment Technology License and R&D Agreement between UIT d/b/a Applied Ultrasonics, and Nippon Steel Corporation dated as of January 1, 2004, as amended and supplemented (the “**Nippon Agreement**”), UIT received a license to use and apply the “NSC Existing Patents,” which are outlined in Exhibit 3 to the Nippon Agreement.

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U.I.T., L.L.C.  
Applied Ultrasonics, LLC  
Applied Ultrasonics International, LLC  
Patents

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status	Owner	Notes
Method for modifying or producing materials and joints with specific properties by generating and applying adaptive impulses, normalizing energy thereof and pauses therebetween	China	200580021294	04-13-2005	200580021294	04-13-2005	Issued	UIT LLC	All fees paid.
Welded joints with new properties and provision of such properties by ultrasonic impact treatment	China	200580047104	11-14-2005	200580047104	02-13-2008		UIT LLC COMPANY	All fees paid.
Ultrasonic impact methods for treatment of welded structures	US	09/145,992	09-03-1998	6,171,415	01-09-2001	Issued	UIT LLC	All fees paid.
Means and method for electroacoustic transducer excitation	US	09/273,769	03-23-1999	6,289,736	09-18-2001	Issued	UIT, L.L.C. Company	All fees paid.
Ultrasonic impact methods for treatment of welded structures	US	09/288,020	04-08-1999	6,338,765	01-15-2002	Issued	UIT, L.L.C. Company	All fees paid.
Ultrasonic impact methods for treatment of welded structures	US	10/015,670	12-17-2001	6,843,957	01-18-2005	Issued	U.I.T., L.L.C.	Maintenance fee due 07-18-2016.
Ultrasonic impact machining of body surfaces to correct defects and strengthen work surfaces	US	10/207,859	07-31-2002	6,932,876	08-23-2005	Issued	U.I.T. L.L.C. Company	Maintenance fee due 02-23-2017.

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Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status	Owner	Notes
Ultrasonic machining and reconfiguration of braking surfaces	US	10/222,858	08-19-2002	6,722,175	04-20-2004	Issued	UIT, L.L.C. Company	Maintenance fee due 10-20-2015.
Ultrasonic machining and reconfiguration of braking surfaces	US	10/797,016	03-11-2004	7,032,725	04-25-2006	Issued	U.I.T., L.L.C.	Maintenance fee due 10-25-2017.
Method for modifying or producing materials and joints with specific properties by generating and applying adaptive impulses a normalizing energy thereof and pauses there between	US	10/834,180	04-29-2004	7,301,123	11-27-2007	Issued	U.I.T., L.L.C.	Maintenance fee due 05-27-2019.
Ultrasonic impact methods for treatment of welded structures	US	11/000,219	12-01-2004	7,344,609	03-18-2008	Issued	U.I.T., L.L.C.	Maintenance fee due 09-18-2015.
Ultrasonic impact machining of body surfaces to correct defects and strengthen work surfaces	US	11/167,863	06-28-2005	7,431,779	10-07-2008	Issued	U.I.T., L.L.C.	Maintenance fee due 04-07-2016.
Oscillating system and tool for ultrasonic impact treatment	US	11/312,382	12-21-2005	7,276,824	10-02-2007	Issued	U.I.T., L.L.C.	Maintenance fee due 04-02-2019.
Remediation of sensitization in metals	US	14/131,951	03-28-2014			Pending	UIT, LLC	
Surface contouring of a weld cap and adjacent base metal using ultrasonic impact treatment	US	14/235,530	01-28-2014			Pending	Applied Ultrasonics	

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**UIT, L.L.C.**  
**Applied Ultrasonics, LLC**  
**Applied Ultrasonics International, LLC**  
**International Patent Applications**

Title	Int. App. No.	Int. Filing Date	Pub. No.	Pub. Date	Priority Date	National Phase Entries Available through WIPO's Patentscope	
						Country	National No.
Oscillating system and tool for ultrasonic impact treatment	PCT/US2006/031212	08-11-2006	WO/2007/024495	03-01-2007	08-19-2005	China	200680039229
						Japan	2008527006
						Korea	1020087006621
Remediation of sensitization in metals	PCT/US2012/046267	07-11-2012	WO/2013/009882	01-17-2013	07-11-2011	US	14/131,951
Surface contouring of a weld cap and adjacent base metal using ultrasonic impact treatment	PCT/US2012/048858	07-30-2012	WO/2013/019732	02-07-2013	07-29-2011	US	14/235,530

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**Schedule 1(b)**

**Trademark Registrations and Trademark Applications**

1. See attached Trademark Summary.

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**UIT, L.L.C.**  
**Applied Ultrasonics, LLC**  
**Applied Ultrasonics International, LLC**

**Trademarks**

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner	Notes
UIT	China	9126711	02-17-2011			Pending	UIT, LLC	
UIT	China	9126712	02-17-2011	9126712	02-28-2012	Registered	UIT, LLC	Renewal due 02-27-2022
ULTRASONIC IMPACT TREATMENT	China	9126717	02-17-2011			Pending	UIT, LLC	
UIT	Europe	EU009726381	02-10-2011	EU009726381	07-14-2011	Registered	UIT, LLC	Renewal due 02-10-2021
ULTRASONIC IMPACT TREATMENT	Japan	2011-008863	02-10-2011	5463388	01-13-2012	Registered	UIT, LLC	Renewal due 01-13-2022
APPLIED ULTRASONICS	US	75/575,736	10-27-1998	2,367,078	07-11-2000	Registered	UIT, L.L.C.	Renewal due 07-11-2020
APPLIED ULTRASONICS	US	75/575,735	10-27-1998	2,371,707	07-25-2000	Registered	UIT, L.L.C.	Renewal due 07-25-2020
ESONIX	US	75/562,673	09-23-1998	2,412,927	12-12-2000	Registered	UIT, L.L.C.	Renewal due 12-12-2020
ESONIX	US	75/562,663	09-23-1998	2,369,391	07-18-2000	Registered	UIT, L.L.C.	Renewal due 07-18-2020
ESONIX	US	75/562,658	09-23-1998	2,371,690	07-25-2000	Registered	UIT, L.L.C.	Renewal due 07-25-2020

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**Schedule 1(c)**

**Copyright Registrations and Copyright Applications**

1. Sellers may have copyrights in certain works created in the ordinary course of business. None of which have been registered.

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