

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALSTOM		10/29/2015	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	General Electric Company		
Street Address:	3135 Easton Turnpike		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06828		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4236513	ALSTOM	
Registration Number:	4311549	ALSTOM	
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:	2129499022		
Email:	fterranella@lawabel.com		
Correspondent Name:	Lawrence E. Abelman		
Address Line 1:	666 3rd Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Frank Terranella		
SIGNATURE:	/ft/		
DATE SIGNED:	03/08/2017		
Total Attachments: 12			
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ALSTOM

And

GENERAL ELECTRIC COMPANY

LICENSE AGREEMENT

For the ALSTOM name

LICENSE AGREEMENT

This agreement is made this October 29, 2015 (the "Agreement").

BETWEEN:

- (1) ALSTOM, a *société anonyme* incorporated under the laws of France, having its registered office at 3 avenue André Malraux, 92300 Levallois Perret (France), registered in the registry of Nanterre under number 389 058 447 (hereinafter called "LICENSOR"); and
- (2) GENERAL ELECTRIC COMPANY, a New York corporation, having its corporate offices at 3135 Easton Turnpike, Fairfield, CT 06828, USA (hereinafter called "LICENSEE").

Referred to hereinafter, individually, as the Party or, collectively, as the Parties

WHEREAS:

- (A) LICENSOR is the owner of the trademarks comprising and/or the copyrights related to the name ALSTOM, the Puls Logo and the Stylized letter A, presented in various forms, with or without additional graphical matter, whether or not filed and/or registered (hereinafter referred to as the "Trademarks and Copyrights"), listed in Schedule 3.
- (B) LICENSOR owns the exclusive rights to the company name, corporate name and trade name ALSTOM and sign ALSTOM in connection with the Business (hereinafter referred to, together with the Trademarks and Copyrights, as the "Rights").
- (C) LICENSOR has established world-wide a valuable reputation and prestige under the Rights.
- (D) The Rights have become valuable assets of LICENSOR and symbols of products and services of high standards.
- (E) The Parties entered into a first trademark license agreement on 4 November 2014 which was terminated on 18 December 2014 and superseded by a second trademark license agreement entered on the same date. This second trademark license agreement was terminated on 29 October 2015 and superseded by this Agreement.
- (F) The purpose of this Agreement is to formalize the terms of use of the Rights by LICENSEE, pursuant to section 7.3 of the Master Agreement entered into between ALSTOM, ALSTOM Holdings, GE and GE France on November 4, 2014 (the "Master Agreement").
- (G) LICENSOR has agreed to grant to LICENSEE the right to use the Rights on the terms hereinafter appearing.
- (H) Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Master Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises hereinafter set out, the Parties hereto agree as follows:

ARTICLE 1: Grant of License

LICENSOR hereby grants to LICENSEE:

- an exclusive right, during the Term as defined below, sub-licensable to Affiliates of LICENSEE (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity) to use and reproduce the ALSTOM name, the Puls Logo and the Stylized letter A as a trademark, in respect of the goods and services provided in the course of the Power and Grid Business as defined in Schedule 1 of the Master Agreement and the Grid and Digital Energy Alliance as defined in Schedule 3.3 to the Agreement entered into on June 21, 2014 between the French State, LICENSEE and LICENSOR, hereinafter referred to as the "Business",

excluding any other business and more specifically the transport business.

- an exclusive right that can be sublicensed to Affiliates of LICENSEE (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity), during the term of this Agreement, to use and reproduce the ALSTOM name as all or part of its company name, its corporate and/or trade name and/or sign and/or documents in each case only relating to the Business, provided that the latter is carried out in accordance with the standards, specifications and instructions approved by LICENSOR in Schedule 2 hereto (hereinafter the "Standards").
- For the purposes of this License, the Trademarks and Copyrights are granted under an exclusive license in accordance with the conditions set forth in the first paragraph of article 1.
- LICENSEE and its Affiliates (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity) can use the Rights for the purposes of all relevant materials and documentation describing or relating to the Business of LICENSEE and its Affiliates (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity) and to its goods and services, such as use in connection with internet sites, technical literature, plans, hand books, quotations, delivery documents, invoices, advertising and promotion of materials, as well as stationery, business forms and packaging materials, including with signs, symbols or within slogans.
- If LICENSOR decides to amend the Rights, it undertakes to inform the LICENSEE of such a modification 3 (three) months before the effective date of the modification.

ARTICLE 2: Term and LICENSOR Non-Use

This Agreement takes effect starting from the Initial Closing Date as this term is defined in the Master Agreement ("**Effective Date**").

This Agreement is for a period of 5 (five) years from the Effective Date ("**the Term**"). Notwithstanding the Term, if any of the Joint Ventures (as such term is defined below) have a term longer than 5 (five) years, then the Term will be extended to the term of that specific Joint Venture but only as to use of the Rights in that Joint Venture.

However if the French State requests an extension of the 5 (five) year Term then the Parties shall discuss such an extension of the Term based on the existing terms and conditions of this Agreement.

LICENSOR agrees that, for a period of 3 (three) years from the termination of this Agreement other than a termination based on a breach by LICENSEE of its obligations hereunder, it will not use the ALSTOM name, the Puls Logo and the Stylized letter A in any way in connection with activities related to the Business. However, the exception to this would be where LICENSOR would be still a shareholder of a Joint Venture at the end of the three year period, then the term would be for a period of 4 (four) years.

This Agreement may be terminated by one of the Parties in accordance with the conditions of termination specified in article 13 below.

ARTICLE 3: Territory

The Territory in which this License applies is worldwide, including the countries mentioned in Schedule 1, or as amended by article 10.

ARTICLE 4: Royalties

In consideration of the Rights hereby granted the License is given on a royalty free basis.

ARTICLE 5: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 6: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 7: Liability

LICENSOR shall not be liable to third parties for claims which are based on the use by LICENSEE, or by any person authorized by LICENSEE, of the Rights, including, but not limited to, defective goods, incorrect services or deficiencies in title, but excluding any claim that the Trademarks and Copyrights used in accordance with the License infringe the intellectual property rights of any third party. LICENSEE shall indemnify, act as guarantor for and protect LICENSOR from any claims, suits, actions or proceedings by third parties or from any liability of LICENSOR to third parties for any damages or loss arising out of such claims. As regards infringement claims, LICENSEE shall be given prompt notice of such claims and the opportunity to take over defence thereof.

ARTICLE 8: Warranties

To the knowledge of LICENSOR on the Effective Date, the filings and/or registrations listed in Schedule 1 are valid and subsisting and the Rights, within the Business granted thereunder do not infringe, misappropriate or otherwise violate the intellectual property rights of third parties. Other than as stated previously in this Article, LICENSOR gives no warranty, except to the extent of its corporate existence and of its ownership and exclusive right, apart from the joint ventures listed in Schedule 5 hereto (the "Joint Ventures"), (to verify its existence), to license the Rights and to disposal of ownership and to grant enjoyment thereof.

ARTICLE 9: Ownership of the Rights

LICENSEE recognises LICENSOR's title to the Rights and shall not at any time carry out or tolerate any material action which is likely in any way to prejudice such title.

It is understood that LICENSEE shall not acquire and shall not claim any title to the Rights or the goodwill attaching thereto by virtue of the right hereby granted to LICENSEE or through LICENSEE's use of the Rights within the Business either before on or after the date of this Agreement.

Except as expressly permitted under this Agreement, LICENSEE shall not, without the prior express written approval of LICENSOR (either during the Term of this Agreement or at any time thereafter), use, seek to use, file in its name or in the name of a third party or seek to file or to register in its name or in the name of a third party, as a trademark or as another exclusive right, the ALSTOM name, the Puls Logo and the Stylized letter A, either alone or in combination with other word or visual elements, or a name which is so similar to the name ALSTOM as to be likely to cause deception or confusion.

ARTICLE 10: Filings, registrations and renewals

In any country where the law requires the registration of LICENSEE as "user" of the Rights or as "licensee", under any filing or application for registration, for any of the Rights, LICENSEE shall co-operate fully with LICENSOR or with any company designated by LICENSOR to obtain such registration, including the entry into and execution of all necessary documents and agreements at LICENSOR'S expense. More generally, LICENSOR may at its own expense take all steps reasonably necessary for the registration with any appropriate authority of the License granted hereunder to LICENSEE or any other deed that may be required in order to give effect to this License and LICENSEE shall give all reasonable assistance to LICENSOR for that purpose.

If LICENSEE is not registered as "user" or as "licensee" in one of the countries listed in Schedule 1, it shall inform LICENSOR of any use by itself of any of the Rights granted under license in such a country.

LICENSEE shall have the right to request LICENSOR apply for registration of the ALSTOM name, the Puls Logo and the Stylized letter A in a country where LICENSEE or Affiliates of LICENSEE (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity) plans to conduct the Business. Upon such request of LICENSEE, LICENSOR determines in a reasonable time whether to grant approval of the request, such approval not to be unreasonably withheld, delayed or conditioned, and if approved by LICENSOR, LICENSOR will apply for registration in the requested country at LICENSEE's expense.

LICENSEE shall similarly co-operate with LICENSOR or a company designated by LICENSOR should the LICENSOR decide to withdraw any such registration when this Agreement is terminated.

LICENSOR undertakes to maintain sufficient rights over the Trademarks in the countries of the Territory but is not obliged to inform LICENSEE thereof.

ARTICLE 11: [REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 12: Infringement Proceedings

For LICENSEE's use of the Trademarks and Copyrights in the Business, LICENSOR shall indemnify, act as guarantor for and protect LICENSEE from any claims, suits, actions or proceedings that the Trademarks infringe the intellectual property rights of any third party or from any liability of LICENSOR or LICENSEE to third parties for any damage arising from such claims.

LICENSEE shall give prompt notice to LICENSOR of:

- (i) any material act of infringement, any suspected or threatened act of infringement, passing-off, unfair competition or the like, in relation to the Rights; or
- (ii) any challenge to the Rights or to any goodwill associated therewith; or
- (iii) any allegation or complaint by a third party in relation to use or intended use of the Rights.

Where such acts, challenges, allegations or complaints relate to the business of LICENSEE and come to its attention during the Term of this Agreement, LICENSEE shall at the same time give to LICENSOR full details in writing.

LICENSEE shall not make any statement or acknowledgement of rights in respect of any such acts, challenges, allegations or complaints, except with LICENSOR's prior written consent, obtained in relation to the making of and the precise contents of such statement or acknowledgement of rights, except that LICENSEE may officially state that the matter has been or will be referred to LICENSOR.

LICENSOR shall have the right to assume the conduct of all actions or proceedings, as well as that relating to the defence of the Rights, against any counter-proceedings and any negotiations for the settlement of the same relating to the Rights, shall bear the costs and expenses thereof and shall be the sole recipient of any profits, expenses or other payments.

LICENSEE may call upon LICENSOR to bring or defend or continue to bring or defend any actions or proceedings relating to the Rights and to conduct any negotiations for the settlement of the same, in which case LICENSEE shall bear all costs, liability and expenses arising therefrom and shall be entitled to any damages, profits, costs or other payments received by LICENSOR or LICENSEE which arise out of the said actions, proceedings or negotiations.

Notwithstanding the above, LICENSOR has the right to refuse to take any action of the nature described in the paragraph above, if in its reasonable judgment it considers that the action is not warranted or will detrimentally affect LICENSOR's title to, or the value of the Rights, in which case reasons for such refusal shall be given in writing to LICENSEE. If it so chooses, LICENSEE can bring such action and bear all costs, expenses and liability arising therefrom and shall be entitled to damages, profits, costs or other payments received which arise out of those actions, proceedings or negotiations.

Each of the Parties at all times during the continuance of this Agreement shall have due regard to the legitimate commercial and legal interests of the other Party. They shall consult with each other in relation thereto where reasonably practicable in deciding any matters concerning any such actions, proceedings or settlement negotiations, including whether or not to bring, defend or assume the conduct of any such actions, proceedings settlement negotiations.

ARTICLE 13: [REDACTED]

[REDACTED]

[REDACTED]

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ARTICLE 14: Governing Law and Venue

This Agreement shall be governed by and construed in accordance with French law excluding its conflict of laws principles.

Any dispute or difference between the Parties arising out of or in connection with this Agreement or the implementation thereof shall be discussed in good faith by the Parties in order to attempt to find an equitable and agreeable solution, submitted to the General Counsels of LICENSOR and LICENSEE.

In the absence of agreement after submission to the General Counsels of LICENSOR and LICENSEE, any remaining dispute concerning the execution, interpretation or the termination of this Agreement, shall be subject to the exclusive jurisdiction of the Tribunal de Grande Instance de Nanterre (France) to the exclusion of the jurisdiction of the courts of any other country.

ARTICLE 15: Assignment/Sub-Licenses

This Agreement shall be binding upon and inure to the benefit of the Parties hereto. This Agreement is personal to LICENSEE and LICENSEE may not assign, alienate or sub-license, other than to Affiliates, (excluding an individual, a partnership, a limited liability partnership, a trust, a government or any department or agency thereof, or any other juridical entity) in full or in part, the Rights of LICENSOR.

ARTICLE 16: Relationship of the Parties

This Agreement does not constitute and shall not be construed as constituting an agency, partnership or joint venture relationship between LICENSEE and LICENSOR.

ARTICLE 17: Waiver

Waiver by LICENSOR or LICENSEE of any condition or provision of this Agreement shall not be deemed a waiver of any other condition or provision of this Agreement.

ARTICLE 18: Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, superseding all previous agreements (including the license agreements signed by the Parties respectively on November 4, 2014 and 18 December 2014). This Agreement may be modified in a written instrument executed by the Parties.

ARTICLE 19: Notices

- (i) Any notice or other communication to be given hereunder shall be in writing and either be delivered by hand with receipt requested (dated and executed by the recipient) or sent by registered letter with acknowledgement of receipt:
 - (a) LICENSOR: ALSTOM
Address: 3 avenue André Malraux, 92300 Levallois-Perret (France),
Attention: General Counsel of ALSTOM.
 - (b) LICENSEE: General Electric Company
Address: 1 River Road Schenectady 12345 New York (USA)
Attention: General Counsel of GE Power & Water
- (ii) The Parties may change the address, or the name of the person for whose attention notices are to be addressed by serving a notice on the other Parties hereto in accordance with this clause.
- (iii) All notices shall be deemed to have been served as follows:
 - (a) If personally delivered, at the time of delivery;
 - (b) If posted, at the expiration of five business days after the envelope containing the same was delivered into the custody of the postal authorities; and

Provided that where, in the case of delivery by hand, such delivery occurs after 6 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.

References to time in this sub-clause are to local time in the country of the addressee.

- (iv) To prove such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown thereon or into the custody of the postal authorities as a recorded delivery letter, or after obtaining in person or by telephone appropriate evidence that the addressee did indeed receive the same, as the case may be.

ARTICLE 20: Severability

In the event that any provision of this Agreement shall be deemed to be invalid, illegal, void or otherwise unenforceable by reason of any applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21: Headings

The headings of the various sections of this Agreement are given solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.


ARTICLE 22: Languages

This Agreement has been drawn up in English.

AS WITNESS WHEREOF the Parties have signed this Agreement the day and year above.

Done in AMSTERDAM in four (4) originals

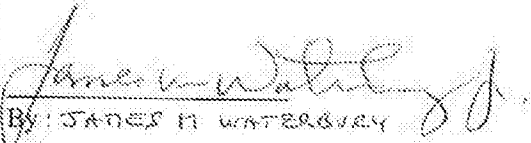
ALSTOM



By: JOEP WILLEMS

Title: ATTORNEY IN FACT

General Electric Company



By: JAMES H. WATERBURY

Title: ATTORNEY IN FACT