

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTINGHOUSE ELECTRIC COMPANY LLC		05/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	388 GREENWICH ST.		
Internal Address:	7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3894209	AP1000	
Registration Number:	4055372	AP1000	
Registration Number:	2903512	CASKWORKS	
Registration Number:	2919803	PEGASYS	
Registration Number:	4039020	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN S	
Registration Number:	3090333	SHUFFLEWORKS	
Registration Number:	1875855	WESDYNE	
Registration Number:	1878285	WESDYNE	
Registration Number:	4110023	WESDYNE INTERNATIONAL	
Registration Number:	4660904	ZEPHYR	
Registration Number:	3774158	ZIRLO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	vmann@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		

CH \$290.00 3894209

Address Line 1: Paul Weiss Rifkind Wharton &Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20200-302

NAME OF SUBMITTER: Virginia F. Mann

SIGNATURE: /Virginia F. Mann/

DATE SIGNED: 05/31/2017

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 26, 2017 (this “Agreement”), made by WESTINGHOUSE ELECTRIC COMPANY LLC, a Delaware limited liability company (the “Pledgor”), in favor of CITIBANK, N.A., as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement (DIP Term Loan Facility) dated as of May 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among Westinghouse Electric Company LLC (the “Borrower”), Toshiba Nuclear Energy Holdings (UK) Limited (the “UK Parent”), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “IP Collateral”):

(i) (a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an “intent-to-use” with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP

Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

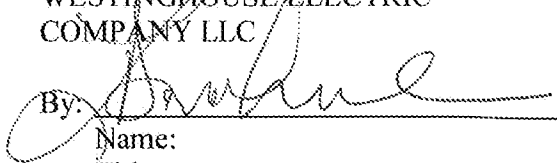
SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Agreement is made to secure the payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Guarantee and Collateral Agreement or release of such Pledgor's Obligations thereunder or as otherwise provided in the Guarantee and Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Guarantee and Collateral Agreement, execute and deliver to any Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Guarantee and Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by a Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

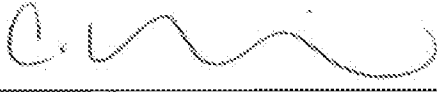
WESTINGHOUSE ELECTRIC
COMPANY LLC

By: 
Name:
Title:

[Signature Page to IP Security Agreement - Trademarks]

TRADEMARK
REEL: 006073 FRAME: 0025

CITIBANK, N.A.,
as Collateral Agent,

By: 
Name: Christopher Marino
Title: Vice President & Director

Schedule I
to Intellectual Property Security Agreement

Trademarks Owned by Westinghouse Electric Company LLC

U.S. Trademark Registrations

Trademark	App. No.	Reg. No	Reg. Date
AP1000 (word mark)	77268250	3894209	2010-12-21
AP1000 (Design)	85227429	4055372	2011-11-15
CASKWORKS	78330744	2903512	2004-11-16
PEGASYS	78175947	2919803	2005-01-18
SHIELD PASSIVE THERMAL SHUTDOWN SEAL	77820294	4039020	2011-10-11
SHUFFLEWORKS	78642875	3090333	2006-05-09
WESDYNE	74404250	1875855	1995-01-24
WESDYNE	74404246	1878285	1995-02-07
WESDYNE INTERNATIONAL	85210568	4110023	2012-03-06
ZEPHYR	86133410	4660904	2014-12-23
ZIRLO	77691557	3774158	2010-04-13