

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dresser-Rand Company		02/27/2018	general partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	Siemens Government Technologies, Inc.		
Street Address:	2231 Crystal Drive, Suite #700		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2655892	A+	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-1038		
Email:	pemmi@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Peter Emmi		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	02/28/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Assignment*"), dated as of February 27, 2018 (the "*Effective Date*"), is made by and between the Dresser-Rand Company, a New York general partnership ("*Assignor*"), and Siemens Government Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 1, 2016 (the "*Purchase Agreement*"), and in connection therewith, Assignor had assigned the Assigned Intellectual Property to Assignee; and

WHEREAS, Assignor is still the record owner of the patents and trademarks set forth on **Schedule 1** attached hereto ("*Assigned Intellectual Property*") and desires to assign, transfer, convey and deliver to Assignee, the Assigned Intellectual Property pursuant to this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration contained in the Purchase Agreement and herein, and expressly subject thereto, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all of Assignor's right, title and interest in and to all of the Assigned Intellectual Property, including: all rights pursuant to 35 U.S.C. § 100 et. seq., the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, all rights pursuant to 15 U.S.C. 1051 et. seq., the Trademark Law Treaty, or any other convention, treaty, agreement or understanding and all other foreign statutes and laws that apply to any national or international applications that are related thereto, and all patents or patent applications to which any of the foregoing claim priority and/or for which any of the foregoing forms a basis for priority including any and all continuing, divisional and continuation-in-part applications of any of the foregoing, and all related trademarks and applications and all goodwill associated therewith including that related to all products and services for which such trademarks are associated and including all registrations, applications, and common law rights therefor; and all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilutions.

2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to manage the files related to and to issue patents or trademarks on the applications included in or related to the Assigned Intellectual Property, to issue patents and trademarks on the applications included in the Assigned Intellectual Property and record the assignment herein and to issue all Letters Patent, patents, certificates of invention, utility models, trademarks, service marks, trade names, or other governmental grants or issuances for the inventions disclosed therein or indications of origin associated therewith to Assignee, its successors and assigns, as the assignee to the entire interest therein.

3. Further Assurances. Each of the parties hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other parties to effectuate the purposes of this Assignment.

4. No Impact on Prior Rights. Nothing in this Assignment is intended by the parties to (i) amend any rights or terms of any prior agreements to which the parties are signatories, or (ii) prejudice any other right of Assignee or Assignors.

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.

6. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and each Assignor.

7. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of this Assignment.

SIEMENS GOVERNMENT TECHNOLOGIES, INC.

By: 

Name: YUGUANG G. CHEN

Title: VP, GC & CEO

DRESSER-RAND, COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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REEL: 006281 FRAME: 0250

3. Further Assurances. Each of the parties hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other parties to effectuate the purposes of this Assignment.

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SIEMENS GOVERNMENT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

DRESSER-RAND COMPANY

By:  _____

Name: PAULO RUIZ

Title:  _____

By: _____

Name: MARTIN WELTER

Title: CFO

SCHEDULE 1**ASSIGNED INTELLECTUAL PROPERTY****PATENTS**

<u>Title</u>	<u>Application number</u>	<u>Filing date</u>	<u>Publication number</u>	<u>Grant number</u>	<u>Grant date</u>	<u>Country</u>
Use of Non-Uniform Nozzle Vane Spacing To Reduce Acoustic Signature	12/486,501	06.17.09	2010-0322755	8277166	10.02.12	United States
Auxiliary Bearing System with Oil Ring for Magnetically Supported Rotor System	12/900,606	10.08.10	2011-0085753	8408806	04.02.13	United States
Axial Loading Device and Method for Magnetically-Supported Rotor Systems	13/107,334	05.13.11	2012-0192631	8584514	11.19.13	United States
Alternative Partial Steam Admission Arc for Reduced Noise Generation	13/290,278	11.07.11	2012-0111008	8739539	06.03.14	United States
Use of Non-Uniform Nozzle Vane Spacing To Reduce Acoustic Signature	1004343.8	03.16.10	2471151	GB2471151	06.15.16	United Kingdom
Use of bowed nozzle vanes to reduce acoustic signature	1004345.3	03.16.10	2471152	GB2471152	08.10.16	United Kingdom
Auxiliary Bearing System with Oil Ring for Magnetically Supported Rotor System	10822739.8	10.08.10	EP2486295	<i>pending</i>	<i>n/a</i>	EP

TRADEMARKS

Trademark	Filing date	Application number	Registration date	Registration number	Class	Country
A +	05.01.01	76/250384	12.03.02	2655892	037	United States

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