

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitsubishi Heavy Industries, Ltd.		01/01/2018	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Mitsubishi Heavy Industries Engineering, Ltd.		
Street Address:	3-1, Minatomirai 3-Chome		
Internal Address:	Nishi-ku, Yokohama-shi		
City:	Kanagawa 220-8401		
State/Country:	JAPAN		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4851399	CRYSTAL MOVER	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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>			
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ATTORNEY DOCKET NUMBER:	1P0198.001368		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/VB/		
DATE SIGNED:	07/02/2018		
Total Attachments: 4			
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BETWEEN

Mitsubishi Heavy Industries, Ltd.

AND

Mitsubishi Heavy Industries Engineering, Ltd.

AGREEMENT RELATING TO TRANSFER OF TRADE MARK WITH GOODWILL
(UNITED STATES OF AMERICA)

THIS AGREEMENT is executed on the _____ day of _____

BETWEEN:

- A. Mitsubishi Heavy Industries, Ltd. of 16-5, Konan 2-Chome, Minato-ku Tokyo 108-8215 JAPAN;
- And
- B. Mitsubishi Heavy Industries Engineering, Ltd. of 3-1, Minatomirai 3-Chome, Nishi-ku, Yokohama-shi, Kanagawa 220-8401 JAPAN

WHEREAS:

- A. Mitsubishi Heavy Industries, Ltd. ("**Transferor**") was the owner of the trade mark set out in the schedule to this Agreement (the "**Trade Mark**").
- B. It was agreed on January 1, 2018 that the Transferor's engineering businesses related to chemical plant and transportation systems would be integrated into Mitsubishi Heavy Industries Engineering, Ltd. ("**Transferee**") by way of an absorption-type company split.
- C. The Transferee has obtained ownership of the Trade Mark by means of succession and operation of Japanese law which resulted in the transfer to the Transferee of the business in which the Trade Mark is used.
- D. The Transferor and the Transferee wish to confirm the transfer of ownership of the Trade Mark from Transferor to Transferee by executing this Agreement.

IT IS AGREED:

1. **TRANSFER OF TRADE MARK**

The Transferor and the Transferee hereby confirm that the ownership of the Trade Mark, as of January 1, 2018 ("Effective Date"), was effectively transferred by operation of Japanese law from the Transferor to the Transferee, including:

- (a) all property, right, title and interest in the Trade Mark including all common law rights connected therewith;
- (b) the goodwill associated with the Trade Mark and the business in which they are used; and
- (c) the right to sue for damages and all other remedies in respect of any infringement of the Trade Mark or passing off which may have occurred prior to the date of this Agreement.

2. **FURTHER ASSURANCE**

The Transferor shall promptly at the request (made at any time) and expense of the Transferee:

- (a) do all acts and execute and swear all documents that are necessary or desirable to vest absolute legal and beneficial ownership of the Trade Mark in the Transferee (or the Transferee's nominee) or to perfect the Transferee's (or the Transferee's nominee's) title thereto;
- (b) give to the Transferee such reasonable assistance as the Transferee may request in evidencing the Transferee's (or the Transferee's nominee's) title to the Trade Mark;

- (c) take all steps necessary or desirable to procure the registration of the Transferee (or the Transferee's nominee) as the proprietor of the Trade Mark; and
- (d) give the Transferee such reasonable assistance as the Transferee may request in demonstrating the validity of and opposing any action or counterclaim to revoke the Trade Mark including in each case without limitation, providing evidence of use of the relevant mark.

3. **WARRANTIES**

The Transferor warrants that:

- (a) the Trade Mark is subsisting and the Transferor was the sole legal and beneficial owner thereof at the Effective Date and has full power to enter into this Agreement;
- (b) the Transferor is properly registered as the proprietor of the Trade Mark and all renewal and other fees due in respect of the Trade Mark have been paid;
- (c) the Trade Mark is valid and there are no grounds on which any Trade Mark can be revoked; and
- (d) there has been no infringement or threatened infringement of the Trade Mark and use of the Trade Mark does not infringe any trade mark or other rights of any third party.

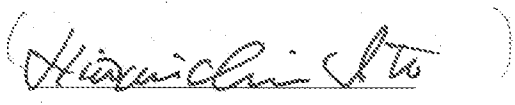
4. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Japan.

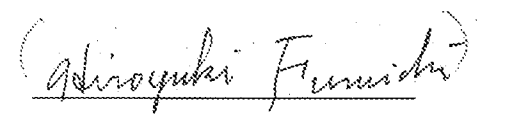
It is agreed that the Tokyo District Court shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement and the legal relationships established by this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written and have caused this Agreement to be executed by their duly authorized officers.

Signed for and on behalf of the Transferor:)
 Mitsubishi Heavy Industries, Ltd. by its duly)
 authorised representative,)
 General Manager of Intellectual Property)
 Department)
 HIROMICHI ITO)


 please sign above

Signed for and on behalf of the Transferee:)
 Mitsubishi Heavy Industries Engineering, Ltd.)
 by its duly authorised representative,)
 General Manager of Basic Engineering)
 Department)
 HIROYUKI FURUICHI)


 please sign above

SCHEDULE

Trade Mark

Country	Mark	Application/ Registration No.	Internatio nal Class	Application/ Registration Date	Status
US	CRYSTAL MOVER	Reg. No. 4851399	12	App. Date May 27, 2015 Reg. Date Nov. 10, 2015	Registered