

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Company		06/30/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wolong Electric America LLC		
Street Address:	8 The Green Ste R		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3644111	QUANTUM	
Registration Number:	2890039	X\$D ULTRA	
CORRESPONDENCE DATA			
Fax Number:	7036688200		
<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:	703-668-8000		
Email:	dcdocketing@hdp.com		
Correspondent Name:	Josh A. Partington		
Address Line 1:	11730 Plaza America Dr. #600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	6142-500068		
NAME OF SUBMITTER:	Josh A. Partington		
SIGNATURE:	/Josh A. Partington/		
DATE SIGNED:	03/15/2019		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of June 30, 2018 (“**Effective Date**”), is by and among General Electric Company, a New York corporation (“**GE**”), GE Energy Power Conversion Technology Limited, a company organized under the laws of the United Kingdom (“**GEPC Limited**”), General Electric Canada, a general partnership formed under the laws of the Province of Ontario, Canada (“**GE Canada**” and, together with GE and GEPC Limited, “**Assignors**”, and each, an “**Assignor**”), Wolong Electric America LLC, a Delaware limited liability company (“**Wolong**”), and BROOK CROMPTON LTD., a limited company formed under the laws of the Province of Ontario, Canada (“**BC**” and, each of Wolong and BC individually, the “**Corresponding Assignee**” of an Assignor as designated on Exhibit A hereto).

A. Pursuant to that certain Stock and Asset Purchase Agreement, dated as of December 22, 2017 (the “**Purchase Agreement**”), by and between GE and Wolong Electric America, Ltd., a Chinese corporation (“**Buyer**”), GE has agreed to sell, and cause certain of its Affiliates to sell, and Buyer has agreed to purchase, the Transferred Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement.

B. Pursuant to Section 13.06 of the Purchase Agreement, Buyer has assigned to the Corresponding Assignees its right to acquire all Registrable IP set forth on Exhibit B hereto (the “**Assigned IP**”).

C. As required by the Purchase Agreement, Assignors hereby desire to deliver and transfer the Assigned IP to the Corresponding Assignees.

D. The Corresponding Assignees desires to acquire the Assigned IP from Assignors.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Each Assignor hereby sells, conveys, assigns, transfers and delivers to the Corresponding Assignee as designated on Exhibit A hereto its entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by the Corresponding Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or

payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof.
4. Upon reasonable request by any Corresponding Assignee, the applicable Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in such Corresponding Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to such Corresponding Assignee by such Assignor hereunder.
5. Each Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record the applicable Corresponding Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. 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 Agreement.

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SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNORS:

GENERAL ELECTRIC COMPANY

By: USRM Price
Name:
Title:

GE ENERGY POWER CONVERSION
TECHNOLOGY LIMITED,

By: USRM Price
Name:
Title:

GENERAL ELECTRIC CANADA

By: USRM Price
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

CORRESPONDING ASSIGNEES:

WOLONG ELECTRIC AMERICA LLC

By: 倪 春 春
Name:
Title:

BROOK CROMPTON LTD.

By: 倪 春 春
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

EXHIBIT A

ASSIGNOR/ASSIGNEE DESIGNATIONS

Assignor	Corresponding Assignee
General Electric Company	Wolong Electric America LLC
GE Energy Power Conversion Technology Limited	Wolong Electric America LLC
General Electric Canada	BROOK CROMPTON LTD.

EXHIBIT B
TRANSFERRED IP

Patents

Docket Number	Title	Country Name	Application Number	Filing Date	Patent Number	Issue Date	Legal Status	Assignee
03DV7016 -1	METHOD FOR VERTICAL DIE CASTING OF A ROTOR	UNITED STATES	09/475595	30-Dec-99	6453980	24-Sep-02	Patented	General Electric Company
03DV7043 -3	METHODS FOR CASTING A MOTOR END SHIELD	UNITED STATES	10/096128	8-May-02	6772502	10-Aug-04	Patented	General Electric Company
03DV7116 -1	MECHANICAL JOINING FOR WATER-COOLED MOTOR FRAME	UNITED STATES	09/682501	10-Sep-01	6633097	14-Oct-03	Patented	General Electric Company
03DV9062 -1	INTERLOCK TABS FOR LAMINATIONS	UNITED STATES	09/682277	13-Aug-01	6847285	25-Jan-05	Patented	General Electric Company
03DV9078 -1	ASSEMBLY METHOD FOR STAMPED AND CUPPED LAMINATIONS	UNITED STATES	09/682269	11-Aug-01	6722015	20-Apr-04	Patented	General Electric Company
03GP6093 -1	MOTOR START AND FLOAT SWITCH ASSEMBLY	UNITED STATES	09/333371	15-Jun-99	6341944	29-Jan-02	Patented	General Electric Company
03GP6735P -2	Shaft support assembly for direct drive motor	UNITED STATES	09/132002	10-Aug-98	6215214	10-Apr-01	Patented	General Electric Company
03W6747 -1	BRUSH WARNING INDICATOR AND METHODS FOR INDICATING BRUSH WEAR-OUT	UNITED STATES	09/318674	25-May-99	6255955	3-Jul-01	Patented	General Electric Company
03W6754P -2	LAMINATED STATOR YOKES.	UNITED STATES	09/265166	9-Mar-99	6452300	17-Sep-02	Patented	General Electric Company
03LO6671P -2	SYSTEMS, METHODS AND APPARATUS FOR WINDING CONDUCTIVE WIRES FOR A STATOR OF AN ELECTRIC MOTOR	UNITED STATES	09/127749	3-Aug-98	6431481	13-Aug-02	Patented	General Electric Company
03LO6805 -1	Method and apparatus for providing clearance for a ball bearing outer race	UNITED STATES	10/104176	22-Mar-02	6692158	17-Feb-04	Patented	General Electric Company
03SA6583 -1	METHOD AND APPARATUS FOR JACKSCREW INSERTION	UNITED STATES	09/347041	2-Jul-99	6357718	19-Mar-02	Patented	General Electric Company
03SM6734 -1	PAIRED INTERLOCKS FOR FLEXIBLE INDEXING OF ROTATED STATOR CORES	UNITED STATES	09/188961	10-Nov-98	6018207	25-Jan-00	Patented	General Electric Company
126056 1	METHOD AND APPARATUS FOR DRIVING A BRUSHLESS DIRECT CURRENT	UNITED STATES	10/813401	6-Apr-04	7145302	5-Dec-06	Patented	General Electric Company

		MOTOR							
226512 1	-	Motor apparatus and method	UNITED STATES	11/931620	31-Oct-07	8035332	11-Oct-11	Patented	General Electric Company
236900 1	-	Slinger shield structure	UNITED STATES	12/842633	23-Jul-10	8753077	17-Jun-14	Patented	General Electric Company
238929 1	-	Machines and methods and assembly for same	UNITED STATES	13/232705	14-Sep-11	8704414	22-Apr-14	Patented	General Electric Company
242877 1	-	Electric motor apparatus	UNITED STATES	12/847318	30-Jul-10	8324770	4-Dec-12	Patented	General Electric Company
243293 1	-	Electric motor terminal block assembly	UNITED STATES	12/886071	20-Sep-10	8446058	21-May-13	Patented	General Electric Company
243680 1	-	Bidirectional fan having self-adjusting vane	UNITED STATES	12/881308	14-Sep-10	8662846	4-Mar-14	Patented	General Electric Company
243680 2	-	Bidirectional fan having self-adjusting vane	EUROPEAN	11181159.2	13-Sep-11			Filed	General Electric Company
243680 3	-	Bidirectional fan having self-adjusting vane	INDIA	2478/DEL/2011	30-Aug-11			Filed	General Electric Company
243680 4	-	Bidirectional fan having self-adjusting vane	JAPAN	2011-195531	8-Sep-11	5798418	28-Aug-15	Patented	General Electric Company
246523 1	-	System for adjusting characteristics of a fan	UNITED STATES	13/161430	15-Jun-11	8807939	19-Aug-14	Patented	General Electric Company
248358 1	-	Shaft grounding system	UNITED STATES	13/227193	7-Sep-11	9088197	21-Jul-15	Patented	General Electric Company
248358 3	-	Shaft grounding system	INDIA	2540/DEL/2012	16-Aug-12			Filed	General Electric Company
262893 1	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	UNITED STATES	13/840801	15-Mar-13	9601965	21-Mar-17	Patented	General Electric Company
262893 2	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	BRAZIL	102014004583-6	27-Feb-14			Filed	General Electric Company
262893 3	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	CANADA	2844220	27-Feb-14			Filed	General Electric Company
262893 4	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	CHINA	201410097335.X	14-Mar-14	104052187.0	30-Mar-18	Patented	General Electric Company
262893 5	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	EUROPEAN	14159533.0	13-Mar-14	2779369	3-May-17	Patented	General Electric Company
262893 6	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	INDIA	1204/CHE/2014	10-Mar-14			Filed	General Electric Company
262893 7	-	Systems and methods for isolating a conduit enclosure for an	GREAT BRITAIN	14159533	13-Mar-14	2779369	3-May-17	Patented	General Electric Company

		explosion proof motor							
262893 8	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	FRANCE	14159533	13-Mar-14	2779369	3-May-17	Patented	General Electric Company
262893 9	-	Systems and methods for isolating a conduit enclosure for an explosion proof motor	GERMANY	14159533	13-Mar-14	2779369	3-May-17	Patented	General Electric Company
262894 1	-	Systems and methods for isolating a conduit enclosure using an adapter plate for an explosion proof motor	UNITED STATES	13/859456	9-Apr-13	9634536	25-Apr-17	Patented	General Electric Company
262894 2	-	Systems and methods for isolating a conduit enclosure using an adapter plate for an explosion proof motor	EUROPEAN	140163144.0	2-Apr-14			Filed	General Electric Company
262894 6	-	Systems and methods for isolating a conduit enclosure using an adapter plate for an explosion proof motor	BRAZIL	102014008459-2	8-Apr-14			Filed	General Electric Company
262894 7	-	Systems and methods for isolating a conduit enclosure using an adapter plate for an explosion proof motor	CHINA	201410139847.8	9-Apr-14			Filed	General Electric Company
281454 1	-	Systems and methods for air-cooling motor components	INDIA	6861/CHE/2015	23-Dec-15			Filed	GE ENERGY POWER CONVERSION TECHNOLOGY LIMITED
281454 3	-	Systems and methods for air-cooling motor components	GREAT BRITAIN	TBD				to be Filed	GE ENERGY POWER CONVERSION TECHNOLOGY LIMITED
315798 1	-	COOLING APPARATUS FOR AN ELECTRIC MACHINE	UNITED STATES	15/420902	31-Jan-17			Filed	General Electric Company
315798 2	-	COOLING APPARATUS FOR AN ELECTRIC MACHINE	EUROPEAN	18154441.2	31-Jan-18			Filed	General Electric Company
315801 1	-	COOLING APPARATUS FOR AN ELECTRIC MACHINE	UNITED STATES	15/439214	22-Feb-17			Filed	General Electric Company
315801 2	-	COOLING APPARATUS FOR AN ELECTRIC MACHINE	EUROPEAN	18157579.6	20-Feb-18			Filed	General Electric Company
245393 4	-	ENCAPSULATED STATOR ASSEMBLY	INDIA	3152/DEL/2011	8-Nov-11			Filed	General Electric Company
245393 5	-	ENCAPSULATED STATOR ASSEMBLY	JAPAN	2011-240721	2-Nov-11	5920969	22-Apr-16	Patented	General Electric Company
245393 6	-	ENCAPSULATED STATOR ASSEMBLY	Russia	2011144885	8-Nov-11	2580948	10-Apr-16	Patented	General Electric Company
09GP6702 1	-	ENDSHIELD ASSEMBLY WITH ALIGNABLE BEARING FOR AN ELECTRIC MOTOR	UNITED STATES	09/338365	23-Jun-99	6252321	26-Jun-01	Patented	General Electric Company

03SM6371 - 9	METHODS OF MAKING AN ELECTRIC MOTOR AND THRUST BEARING ASSEMBLY FOR SAME	UNITED STATES	08/155987	22-Nov-93	6247223	19-Jun-01	Patented	General Electric Company
03DV7007- 1	BEARING LOAD WASHER	UNITED STATES	09/564006	3-May-00	6388351	14-May- 02	Patented	General Electric Company
256911-2	THERMOPLASTIC COPOLYMER INSULATED COIL	EP	13186117.1	26-Sep-13			Dropped	General Electric Company
246510-1	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	United States	13/227443	7-Sep-11	8899066	2-Dec-14	Patented	General Electric Company
246510-2	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	EP	12183213.3	5-Sep-12			Filed	General Electric Company
246510-3	SYSTEM FOR ENVIRONMENTAL PROTECTION OF A HEAT EXCHANGER	INDIA	2570/DEL/2012	18-Aug-12			Filed	General Electric Company
03HM6707- 1	METHOD FOR TYING MAGNET WIRE LEADS	UNITED STATES	09/061692	16-Apr-98	5956839	28-Sep-99	Lapsed	General Electric Company

Trademarks

TRADEMARK	COUNTRY	INT CLASS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	GRN	OWNER
ENERGY \$AVER (STYLIZED)	Canada		722988	18-Feb-93	TMA442732	12-May-95	3981851	General Electric Company
	United States of America		73290644	22-Dec-80	1186444	19-Jan-82	4007000	General Electric Company
K-3	United Kingdom	9	958738	24-Apr-70	958738	24-Apr-70	4012917	General Electric Company
KINAMATIC	United Kingdom	7	929186	7-Aug-68	929186	7-Aug-68	3997395	General Electric Company
KINAMATIC	Venezuela	7	1968-003682	1-Jul-68	61957	11-Nov-70	3992502	General Electric Company
KINAMATIC	Venezuela	7	1968-003682	1-Jul-68	61957	11-Nov-70	3992502	General Electric Company
KINAMATIC	Brazil	9	811972488	25-Apr-85	811972488	26-Aug-86	4007461	General Electric Company
KINAMATIC	Brazil	7	6072704	26-Jul-68	6072704	25-Apr-75	4017176	General Electric Company
KINAMATIC	Mexico	7	174985	17-Oct-80	263843	30-Jul-81	4017177	General Electric Company
KINAMATIC	EUTM	7	15886161	3-Oct-16	15886161	16-Feb-17	5332583	General Electric Company
QUANTUM	Brazil	7	829477993	19-Nov-07			3982616	General Electric Company
QUANTUM	United States of America	7	77184287	18-May-07	3644111	23-Jun-09	3997200	General Electric Company
QUANTUM	Saudi Arabia	7	123823	13-Nov-07	1031100	24-Dec-08	3994591	General Electric Company
QUANTUM	Canada		1370537	7-Nov-07	TMA809109	14-Oct-11	3997199	General Electric Company
X\$D	Canada		722759	11-Feb-93	TMA438702	3-Feb-95	3990213	General Electric Canada
X\$D ULTRA	United	7	78084983	21-Sep-01	2890039	28-Sep-04	4005658	General Electric

TRADEMARK	COUNTRY	INT CLASS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	GRN	OWNER
	States of America							Company