## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM542867

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PAR NUCLEAR INC.		08/07/2019	Corporation: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	WESTINGHOUSE ELECTRIC COMPANY LLC		
Street Address:	1000 Westinghouse Drive		
Internal Address:	Suite 141		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	Limited Liability Company: UNITED STATES		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3406483	FUELMASTER
Registration Number:	3026611	FUELNET
Registration Number:	3010585	STEWARDSHIP PROGRAM
Registration Number:	1172881	X-SAM

## **CORRESPONDENCE DATA**

Fax Number: 7249408508

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.

Phone: 412-374-6882

Email: IntellectualProperty@westinghouse.com

WESTINGHOUSE ELECTRIC COMPANY LLC **Correspondent Name:** 

Address Line 1: 1000 Westinghouse Drive

Address Line 2: Suite 141

Address Line 4: Cranberry Township, PENNSYLVANIA 16066

NAME OF SUBMITTER:	JOSEPH R. CARNICELLA	
SIGNATURE:	/JOSEPH R. CARNICELLA/	
DATE SIGNED:	09/27/2019	

**Total Attachments: 3** 

**TRADEMARK** REEL: 006756 FRAME: 0952

900517059

source=PAR NUCLEAR INC. TM ASSIGNMENT#page1.tif source=PAR NUCLEAR INC. TM ASSIGNMENT#page2.tif source=PAR NUCLEAR INC. TM ASSIGNMENT#page3.tif

TRADEMARK REEL: 006756 FRAME: 0953

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 7, 2019, is made by PAR NUCLEAR INC. ("Assignor"), an Illinois corporation located at 899 Highway 96, West Shoreview, Minnesota 55127, in favor of WESTINGHOUSE ELECTRIC COMPANY LLC ("Assignee"), a Delaware limited liability company located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other

TRADEMARK REEL: 006756 FRAME: 0954 means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PAR NUCLEAR INC.	WESTINGHOUSE ELECTRIC COMPANY
By: Mahal J Successor	By: Kill Grayon
Name: Michael Sweeney	Name: Richard Sagaren
Title: Secretary	Title: Assistant Secretary

## **SCHEDULE 1**

# **Assigned Trademarks**

# Trademark Registrations

Mark	Registration Number	Registration Date
FUELMASTER	US: 3406483	04/01/2008
	Intl: 003872331 (EUIPO)	06/14/2004
FUELNET	US: 3026611	12/13/2005
	Intl: 0832720 (WIPO)	06/11/2004
	Intl: 003866191 (EUIPO)	09/21/2005
STEWARDSHIP PROGRAM	US: 3010585	11/01/2005
	Intl: 0828419	
X-SAM	US: 1172881	12/23/2014
	Intl: 1148065 (UK)	07/01/2004

TRADEMARK REEL: 006756 FRAME: 0956

**RECORDED: 09/27/2019**