

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMSC AUSTRIA GMBH		11/20/2018	Gesellschaft Mit Beschränkter Haftung (GmbH): AUSTRIA
RECEIVING PARTY DATA			
Name:	American Superconductor Corporation		
Street Address:	114 East Main Street		
City:	Ayer		
State/Country:	MASSACHUSETTS		
Postal Code:	01432		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4478354	SEATITAN	
Registration Number:	4251923	WINDTEC	
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:	kdonahue@verrill-law.com		
Correspondent Name:	Kelly A. Donahue		
Address Line 1:	One Portland Square		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	30020-9935		
NAME OF SUBMITTER:	Kelly A. Donahue		
SIGNATURE:	/KAD/		
DATE SIGNED:	01/31/2020		
Total Attachments: 11			
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Transfer and Licensing Agreement
("Agreement")

by and between

1. **AMSC Austria GmbH**
Feldkirchnerstraße 138
9020 Klagenfurt am Wörthersee
AUSTRIA
("Assignor")

on the one hand,

and

2. **American Superconductor Corporation**
114 East Main Street
USA- Ayer, MA 01432
("AMSC" or "Assignee")

on the other hand,

Assignor or Assignee referred to as "**Party**", collectively referred to as "**Parties**",

as follows:

Preamble

- A) AMSC is a worldwide provider of advanced power electronics and superconductor systems. AMSC provides wind turbine electronic controls and systems, designs and engineering services that reduce the cost of wind energy and advanced grid systems that optimize network reliability, efficiency and performance. These solutions are powering gigawatts of renewable energy globally and enhancing the performance and reliability of power networks in more than a dozen countries. Founded in 1987, AMSC is headquartered near Boston, Massachusetts with operations in Asia, Australia, Europe and North America, *inter alia* in Austria ("**AMSC Group**");
- B) WHEREAS, Assignor and Assignee are companies within the AMSC Group;
- C) WHEREAS, Assignor is the owner of all intellectual property rights as defined in pt 1.1 a) and b) (hereinafter together referred to as the "**IP-Rights**") and maintains and manages several customer contracts;
- D) WHEREAS, Assignee intends to own via transfer from Assignor all IP-Rights and to manage from now the existing customer contracts of Assignor that are defined in Clause 5.1 (hereinafter referred to as the "**Customer Contracts**") and shall conclude all future contracts which relate to Assignor's business (meaning that all new customers shall be allocated to Assignee) for the consideration set out below;
- E) WHEREAS, Assignor intends to transfer all IP-Rights and the Customer Contracts to

Assignee for the consideration set out below; and

- F) WHEREAS, in order that Assignor may manage and maintain (i) its further existing customer contracts and (ii) Customer Contracts for the Assignee, Assignee will grant licensing rights back to Assignor under the IP-Rights as set out below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. ASSIGNMENT OF IP-RIGHTS

1. **Scope of Assignment**
 - 1.1. Subject to the terms and conditions set forth in this Agreement, the Assignor hereby assigns to the Assignee all **IP-Rights**:
 - a) including but not limited to patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including any adaptations, arrangements, and other alterations of the IP-Rights made by Assignor pursuant to Clause 10.2; and
 - b) in particular, the registered rights which are set out in Annex 1.
 - 1.2. Further, as far as the IP-Rights concern non-assignable rights (eg copyrights), Assignor hereby grants Assignee the irrevocable and exclusive right to use the works results developed by Assignor or licensed to Assignor – as far as rights have being granted – by any currently known and any future forms of exploitation without any limitations as to time, scope or territory, and particularly grants the right to reproduce and distribute them, to rent and lend them, to broadcast and communicate them to the public by wire or wireless means, to publicly recite, perform and present them, to make them available and to transfer and sublicense any such rights to them against consideration or royalty free to any third parties who may use them to the same extent and under the same obligations as set forth in this Agreement, in particular the obligation to grant the Assignor a license right back according to preamble F. Assignee may further itself or through third parties make adaptations, arrangements and other alterations of the work results and may exploit such adaptation, arrangements or alterations to the same extent and may also grant third parties rights to the same extent.
 - 1.3. However, in case Assignor has granted exclusive rights to its further existing cus-

tomers (concerning customer contracts of Assignor as well as the Customer Contracts which will be assigned to Assignee), Assignee shall be granted a non-exclusive right to use the work results in the manner and scope defined in Clause 1.2.

- 1.4. Assignor hereby further assigns and grants all rights, title and interest therein together with the goodwill symbolised in the IP-Rights and together with all rights of action, remedies, powers and benefits relating to any of the IP-Rights including the right to sue for damages for infringement occurring before the date of this Agreement.
- 1.5. The Assignee hereby accepts the assignment and granting of licenses.

2. Moral Rights

- 2.1. The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights which the Assignor may now or at any time possess in respect of the works comprised within the IP-Rights assigned in so far as legally possible in any part of the world.

3. Execution of documents

- 3.1. The Assignor undertakes that it will execute all steps and all such documents, forms and authorizations and depose to or swear any declaration or oath in the form as may be necessary under the law of any country for completing the transfer of the IP-Rights to the Assignee of the full right, title and interest to any of the rights assigned under Clause 1.
- 3.2. Assignee will provide Assignor with all documents including instructions necessary for valid assignments of the IP-Rights before the competent offices.
- 3.3. Fees, duties and costs imposed by authorities, registration offices and comparable institutions, costs for any legal advisors as well as for cash expenditure for legalizations and the like in the context of the transfer of the IP-Rights shall be borne by Assignee.

4. Assignor's Obligations

- 4.1. The IP-Rights are transferred in their current state at the date of the execution of this Agreement ("as-is"). The Assignor thus gives no warranty or representation and does particularly not warrant or represent that (i) all applications will lead to successful registrations, or that (ii) the applications or registrations of the IP-Rights will not be opposed or that they will not be subject to any proceedings for revocation or invalidity or that the IP-Rights will not be attacked in any other way on any other grounds.
- 4.2. The Assignee explicitly acknowledges the status of the IP-Rights and possible limitations as indicated in Annex 1 hereto and disclosed in public registers.
- 4.3. The Assignor shall, at the request of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the IP-Rights on its own costs.

B. MANAGING OF CUSTOMER CONTRACTS

5. Scope of Management

- 5.1. Subject to the terms and conditions set forth in this Agreement, both Parties agree that the Customer Contracts concluded by Assignor as listed in Annex 2, including all resulting or associated rights and claims, respectively together with associated documentation, shall be allocated to Assignee, as follows:

The Customer Contracts shall in the internal relationship between Assignor and Assignee be treated as if it had been transferred from Assignor to Assignee as from the conclusion of this Agreement. Assignee, as far as legally permitted, shall therefore perform the contract in the name of Assignor, but for its own account, and accept the performance of the other party to the contract. Assignee agrees to indemnify and hold harmless Assignor from any and all direct and indirect liabilities and obligations arising from and after the Effective Date under or in connection with any of the Customer Contracts assumed by Assignee under this Agreement.
- 5.2. Assignor shall thus only manage and maintain its customer contracts as well as the Customer Contracts for Assignee and provide services within the AMSC Group (eg as agreed in the Research & Development Service Agreement dated as of November __, 2018 by and between Assignor and Assignee). All future customers approaching the Assignor or relating to Assignor's business shall conclude only with Assignee any customer contracts and be allocated to Assignee's customer base.
- 5.3. For the sake of clarity, all amounts relating to the Customer Contracts already invoiced by Assignor on the date of this Agreement shall be allocated to Assignor; all amounts not invoiced on the date of this Agreement shall be allocated to Assignee (excluding the Purchase Price set forth in this Agreement).

tection of such rights. Assignee hereby further grants Assignor in particular the right to reproduce and distribute, to rent and lend, to broadcast and communicate the IP-Rights to the public by wire or wireless means, to publicly recite, perform and present them, to make them available. Assignor may further itself or through third parties make adaptations, arrangements and other alterations of the IP-Rights and may exploit such adaption, arrangements or alterations to the same extent.

10.3. The Assignor hereby accepts the licensing rights granted.

11. Obligations of Assignee

11.1. Assignee is obliged to take all legal actions required in order defend the IP-Rights (whether exclusive or non-exclusive), insofar as and as long as this is necessary for Assignor's current business (ie for managing and maintaining its remaining customer contracts as well as Customer Contracts), in particular on Assignor's reasonable request.

11.2. In case of any transfer of the IP-Right by Assignee, Assignee is obliged to transfer the same obligations under this Agreement to any third party, in particular the obligations set forth in Clauses 10.1 to 10.3.

E. GENERAL PROVISIONS

12. Arbitration

12.1. This Agreement shall be executed by the Parties hereto in good faith, and, in case just reason for doubt arises or any dispute occurs concerning the interpretation or execution of this Agreement, such matter shall be settled through due consultation of the Parties.

12.2. In the event that an amicable settlement cannot be reached through the consultation, all disputes arising out of this Agreement or related to its violation, termination or nullity shall be finally settled under the Rules and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with the said Rules. The Parties agree that the arbitration award shall be the sole and final decision regarding any and all claims arising under this Agreement. The English language shall be used in the arbitral proceedings, submissions, documents, and other correspondence. Multi-party arbitration proceedings are permissible.

12.3. The arbitral tribunal shall decide on the allocation of costs, including reasonable attorneys' fees and expenses. The Parties agree that each of them shall bear its own expenses during the arbitration, and the Party to which the arbitral award is unfavourable shall reimburse the other Party for any and all reasonable, proven costs and expenses, including, without limitation, attorneys' fees and travel expenses

13. Governing Law

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of Austria, with the exception of its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

14. Miscellaneous

- 14.1. Entire Agreement: This Agreement and its Annexes contain the entire understanding of the Parties relating to the subject matter of this agreement and supersede and replace at the Effective Date any and all previous arrangements and understandings between the Parties (if any) with respect to the subject matter hereof. The Preamble of, and Annexes to this Agreement constitute integral parts of this Agreement. Section and Clause headings in this Agreement are intended for convenience or reference and shall be given no effect in the interpretation of this Agreement.
- 14.2. Amendments: Changes to and amendments of this Agreement and Annexes, including this clause 14.2, must be made in writing, signed by all of the Parties hereto or their successors or assignees.
- 14.3. Partnership: This Agreement shall not be construed as creating a partnership, association or joint venture between the Parties, nor shall it constitute one Party as an employee of the other Party. Each Party shall be solely responsible for all its own expenses and debts and shall have no right or authority to create any express or implied obligation on behalf of or for the account of the other Party or otherwise to pledge the credit of the other Party.
- 14.4. Interpretation and severability: All stipulations contained in this Agreement shall be so construed as not to infringe any provisions of the law prevailing in Austria. Should any provision or part of a provision of this Agreement be or become wholly or partly invalid or unenforceable or contrary to law or should this Agreement contain an unintended contractual gap, then the validity or enforceability of the remainder of this Agreement shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced by, or any gap deemed to be filled with, an appropriate provision, which, in accordance with the economic purpose and object of the provision and/or this Agreement and as far as legally permissible, shall come closest to the Parties' original intention, or that intention which the Parties would have had, had they considered the issue.
- 14.5. Notices: All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows. Also, where this Agreement deems communication by E-Mail to be sufficient such communication shall be addressed as follows:

For Assignee:

American Superconductor Corporation
114 East Main Street
USA- Ayer, MA 01432
To the attention of: John R. Samia
Position: Vice President and General Counsel
Email: John.Samia@amsc.com

For Assignor

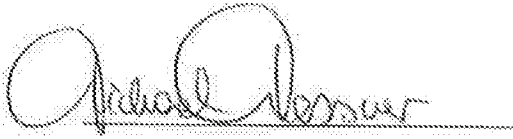
AMSC Austria GmbH
Feldkirchnerstraße 138
9020 Klagenfurt am Wörthersee
AUSTRIA
To the attention of: Michael Messner
Position: Vice President, General Manager AMSC Wind
Email: Michael.Messner@amsc.com

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice shall be deemed to have been given (i) when delivered, if personally delivered (ii) on the day of dispatch, if sent by internationally-recognized courier; and (iii) on the day of mailing, if sent by registered mail.

- 14.6. Waiver: Unless explicitly set forth otherwise in this Agreement, the failure of a Party to enforce or to exercise, at any time or for any period of time any term of or any right or remedy arising pursuant to or under this Agreement does not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect that Party's right to enforce or exercise it later. Any waiver to this effect must be explicit and in writing
- 14.7. Prevailing language: This Agreement shall be prepared and executed in English and if translated into any other language from English for any purpose, the English version shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this Agreement, provided, however, that legal terms and concepts used or referred to throughout this Agreement shall be construed, understood and interpreted in accordance with the meaning ascribed to any such legal term and concepts under Austrian law.
- 14.8. Cooperation: Each Party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purposes of this Agreement and to carry out its provisions.

Annex: Annex 1: IP-Rights
Annex 2: Customer Contracts

IN WITNESS THEREOF, the Parties hereto have executed this Transfer and Licensing Agreement in duplicate counterparts as of the date first above written.

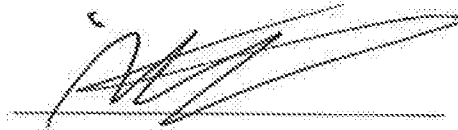


AMSC Austria GmbH

Name(s): MICHAEL MESNER

Position(s): GENERAL MANAGER

20.11.18



American Superconductor Corporation

Name(s): John Koza


Position(s): SVP & CFO

annex 1 - IP-Rights


Trademarks

AMSC Ref#	Country	Trademark	application or Registration No.	application or Registration Date	Current Owner
AMSC-033	Europe	SEATITAN	9238321	12/24/2010	AMSC AUSTRIAGMBH
AMSC-033	United States	SEATITAN	4478354	2/4/2014	AMSC AUSTRIAGMBH
AMSC-033	australia	SEATITAN	1382369	7/13/2010	AMSC Windtec GmbH
AMSC-033	Brazil	SEATITAN	830681892	2/4/2014	AMSC Windtec GmbH
AMSC-033	Brazil	SEATITAN	830681906	2/4/2014	AMSC Windtec GmbH
AMSC-033	China	SEATITAN	1047031	7/13/2010	AMSC Windtec GmbH
AMSC-033	India	SEATITAN	1990393	5/18/2012	AMSC Windtec GmbH
AMSC-033	Japan	SEATITAN	1047301	7/13/2010	AMSC Windtec GmbH

Out

AMSC Ref#	Country	Trademark	Application or Registration No.	Application or Registration Date	Current Owner
AMSC-033	Korea	SEATITAN	1047301	7/13/2010	AMSC Windtec GmbH
AMSC-026	argentina		2247391	9/9/2008	AMSC Windtec GmbH
AMSC-026	australia		1198069	9/28/2008	AMSC Windtec GmbH
AMSC-026	Brazil		829322361	8/21/2012	AMSC Windtec GmbH
AMSC-026	Canada		TMa804644	8/18/2011	AMSC Windtec GmbH
AMSC-026	Chile		825280	8/22/2008	AMSC Windtec GmbH
AMSC-026	China		6294924	8/28/2010	AMSC Windtec GmbH
AMSC-026	China		6294926	6/21/2010	AMSC Windtec GmbH
AMSC-026	India		1592075	4/3/2012	AMSC Windtec GmbH

Clear

AMSC Ref#	Country	Trademark	Application or Registration No.	Application or Registration Date	Current Owner
AMSC-026	Europe		6298491	8/8/2008	AMSC AUSTRIAGMBH
AMSC-026	Japan		5311739	3/26/2010	AMSC Windtec GmbH
AMSC-026	Korea		4500253730000	11/14/2008	AMSC Windtec GmbH
AMSC-026	Mexico		1106623	6/18/2009	AMSC Windtec GmbH
AMSC-026	New Zealand		773725	2/14/2008	AMSC Windtec GmbH
AMSC-026	China		6294927	3/28/2010	Windtec Consulting GmbH
AMSC-026	China		6294925	2/28/2010	Windtec Consulting GmbH
AMSC-026	United States		4251923	12/4/2012	AMSC AUSTRIAGMBH

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