

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAPIER TURBOCHARGERS LIMITED		03/15/2022	Corporation:
RECEIVING PARTY DATA			
Name:	WABTEC UK LIMITED		
Street Address:	DONCASTER WORKS, HEXTHORPE ROAD		
City:	DONCASTER, SOUTH YORKSHIRE		
State/Country:	UNITED KINGDOM		
Postal Code:	DN4 0BF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1111627	NAPIER	
Registration Number:	4244844	NAPIER TURBOCHARGERS	
CORRESPONDENCE DATA			
Fax Number:	3145844062		
<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:	3145844080		
Email:	docket@splglaw.com		
Correspondent Name:	The Small patent law group llc		
Address Line 1:	1423 Strassner Drive Suite 100		
Address Line 4:	Brentwood, MISSOURI 63144		
NAME OF SUBMITTER:	Christopher R. Carroll		
SIGNATURE:	/Christopher R. Carroll/		
DATE SIGNED:	04/18/2022		
Total Attachments: 12			
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AGREEMENT ON ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT is effective as of the 15th day of March 2022 (the "Effective Date").

BETWEEN

- 1) **NAPIER TURBOCHARGERS LIMITED**, a subsidiary of Westinghouse Air Brake Technologies Corporation, and a company incorporated in England and Wales with company number 06512358 whose registered office is at Howard House Graycar Business Park, Barton Under Needwood, Staffordshire, DE13 8EN ("Assignor"); and
- 2) **WABTEC UK LIMITED**, a subsidiary of Westinghouse Air Brake Technologies Corporation, and a company incorporated in England and Wales with company number 02923485 whose registered office is at Doncaster Works, Hexthorpe Road, Doncaster, South Yorkshire, DN4 0BF ("Assignee"); and

Background

- A. Assignor possesses certain intellectual property, including copyrights and trademarks, trade dress and service marks, both registered and unregistered, and specifically including those assets that are listed in Schedule I attached hereto (collectively "Trademarks").
- B. Assignor owns an undivided interest for rights in and to the Trademarks.
- C. Assignor and Assignee entered into a Sales and Purchase Agreement (SPA) dated 30 December 2021 that required, in relevant part that Assignor "will assign to or assist the Purchaser in obtaining the grant, transfer, continuance or renewal of all necessary consents, approvals, authorizations, permissions, permits, licenses, registrations or notifications for the carrying on of the Business, including any registration of the Purchaser as the owner of any Business IP," and provides that "[Assignor] shall sell and [Assignee] shall purchase with effect from the Transfer Date the Business as a going concern together with the following assets...(i) Business IP" where Business IP includes the Trademarks.
- D. Assignee desires to obtain from Assignor an assignment of the rights of Assignor in the Trademarks and Assignor is willing to assign such rights to Assignee, or to Assignee's designee.
- E. Assignee desires that any title relating to the Business IP, as defined in the SPA, be directed to Assignee for management on behalf of, at least, Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, Assignee and Assignor agree as follows.

1. ASSIGNMENT



- 1.1 Effective as of the Effective Date Assignor hereby transfers and assigns, and agrees to transfer and assign, to Assignee all rights, title, and interest held by Assignor in and to the Trademarks, and the goodwill associated therewith.
 - 1.2 In furtherance of this Agreement, Assignor and Assignee hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title, and standing to receive all rights and benefits pertaining to the Trademarks, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Trademarks, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.
- 2. COMPENSATION AND LICENSE**
- 2.1 In at least partial consideration for the Assignment, Assignee provides and hereby grants to Assignor, and Assignor's affiliates, a non-exclusive unrestricted license to use the Trademarks.
 - 2.2 Assignee and Assignor(s) shall separately establish sufficient quality control checks and reporting events to support the license grants in this section.
 - 2.3 Assignee shall undertake to manage the Trademarks, and to maintain them at its discretion.
- 3. REPRESENTATIONS AND WARRANTIES.**
- 3.1 As of the Effective Date Assignee assumes the full responsibility for maintaining the Trademarks.
- 4. PROCUREMENT**
- 4.1 Assignor shall execute and deliver to Assignee from time to time after the date hereof upon the request of Assignee such conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of the Trademarks to Assignee, and to provide samples and evidence of use in commerce as may be useful to maintain such registrations. Assignor and Assignee further agree to provide to each other as needed testimony and samples of use in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Trademarks and to perform any other acts deemed necessary to carry out the intent of this Agreement.
 - 4.2 Assignee, or its delegate, shall be responsible for all costs related to the prosecution and maintenance of the Trademarks, provides that such cost has occurred after the Effective Date.



5. CONFIDENTIALITY

Unless other mutually agreed, Assignor and Assignee agree to keep confidential and not to disclose to any third parties any non-public information relating to the Trademarks Rights. This obligation shall cease upon the tenth anniversary of the Effective Date. Documentation required for registration and maintenance of the Trademarks is not confidential.

6 GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the England and Wales. Venue for all disputes arising under this Agreement shall be London, United Kingdom.

7 NOTICES

7.1 Any notice consent or communication authorised or required to be given hereunder or for the purposes hereof shall be deemed to be duly given if left or sent by post or email as set forth below;

Assignor:

NAPIER TURBOCHARGERS LIMITED
Doncaster Works, Hexthorpe Road,
Doncaster, South Yorkshire, DN4 0BF

Assignee:

WABTEC UK LIMITED
Doncaster Works, Hexthorpe Road,
Doncaster, South Yorkshire, DN4 0BF

8 MISCELLANEOUS

8.1 **Amendments and Modifications.** The provisions of this Agreement may be amended, modified or otherwise changed, by agreement of the parties. This Agreement is intended to transfer all Trademarks and Trademark applications owned or controlled by Assignor to Assignee or its affiliate; as such, if any additional Trademarks or Trademark applications are identified that are not listed in Schedule 1, they may be added by simple amendment by any party hereto.

8.2 **Assignment.** This Agreement and the license granted herein shall inure to the benefit of the parties hereto, and to affiliates of the parties hereto.

8.3 **Entire Agreement.** This Agreement constitutes the entire agreement and should be considered in combination with the SPA, and may be executed in multiple counterparts, each of which will be considered an original.



- 8.4 **Termination and Validity.** This Agreement shall remain valid until terminated by one of the parties hereto.
- 8.5 **Severability.** The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 8.6 **Waiver.** The failure of either party to insist upon the performance of any of the terms of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term or the future exercise of such term, by reason of such future events or events not previously insisted upon.
- 8.7 **Relationship between the Parties.** The parties are or were affiliate entities.

In witness whereof, the parties hereto have caused their respective duly authorised representatives to execute this Agreement the day and year first above written.

For and on behalf of

ASSIGNOR

Signature

Name: Jaidip Sen

Title: Managing Director

For and on behalf of

ASSIGNEE

Signature

Name: Andrew Derbyshire

Title: Group MD

Schedule 1: Trademarks

Mark Text	First Applicant	Country	App Number	Reg Number	Type	Status
NAPIER	NAPIER TURBOCHARGERS LIMITED	EM	007031701	007031701	EU Trade Mark	Granted
NAPIER TURBOCHARGERS	NAPIER TURBOCHARGERS LIMITED	EM	010564383	010564383	EU Trade Mark	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	AU	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS	AZ	None Issued	1014508	International	Granted

	LIMITED				Designation	
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	BH	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	CH	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	CN	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	CU	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	EM	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	HR	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	IR	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	JP	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	KR	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	MA	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	NO	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	OM	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	RU	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	SG	None Issued	1014508	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS	SY	None Issued	1014508	International Designation	Granted

	LIMITED				Designation	
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	TR	None Issued	1014508	Internationa Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	UA	None Issued	1014508	Internationa Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	UZ	None Issued	1014508	Internationa Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	VN	None Issued	1014508	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	AU	1014506	1325911	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	AZ	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	BH	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	CN	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	CU	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	EM	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	HR	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	IR	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	JP	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	KR	None Issued	1014506	Internationa Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS	MA	None Issued	1014506	Internationa 	Granted

	LIMITED				Designation	
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	NO	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	OM	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	RU	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	SG	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	SY	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	TR	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	UA	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	US	79/073325	3853781	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	UZ	None Issued	1014506	International Designation	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	VN	None Issued	1014506	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	AU	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	AZ	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	BH	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	CH	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS	CN	None Issued	1014507	International Designation	Granted



	LIMITED				Designation	
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	CU	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	EM	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	HR	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	IR	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	JP	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	KR	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	MA	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	NO	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	OM	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	RU	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	SG	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	SY	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	TR	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	UA	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS	US	79/073326	3838095	International Designation	Granted

	LIMITED				Designation	
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	UZ	None Issued	1014507	International Designation	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	VN	None Issued	1014507	International Designation	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	WO	None Issued	1014508	International Trade Mark	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	WO	None Issued	1014506	International Trade Mark	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	WO	None Issued	1014507	International Trade Mark	Granted
NAPIER IN BLACK BOX LOGO	NAPIER TURBOCHARGERS LIMITED	GB	UK00002506544	UK00002506544	National	Granted
SICAL LOGO MARK	NAPIER TURBOCHARGERS LIMITED	GB	UK00002506542	UK00002506542	National	Granted
LION SICAL LOGO MARK	NAPIER TURBOCHARGERS LIMITED	GB	UK00002506543	UK00002506543	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	US	73/146017	1111627	National	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	IN	1839698	1839698	National	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	PK	269559	269559	National	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	CA	1444734	TMA829203	National	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	EC	216664	1839-2010	National	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	IN	1839699	1839699	National	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS	PK	269557	269557	National	Granted

	LIMITED					
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	CA	1444733	TMA829202	National	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	EC	216666	1953-2010	National	Granted
Sickle logo	NAPIER TURBOCHARGERS LIMITED	IN	1839697	1839697	National	Granted
Sickle logo	NAPIER TURBOCHARGERS LIMITED	PK	269558	269558	National	Granted
Sickle logo	NAPIER TURBOCHARGERS LIMITED	CA	1444736	TMA829204	National	Granted
Sickle logo	NAPIER TURBOCHARGERS LIMITED	EC	216665	1952-2010	National	Granted
RAILTON NAPIER device	NAPIER TURBOCHARGERS LIMITED	GB	UK00002246988	UK00002246988	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	AU	202794	202794	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	AU	8984	8984	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	BX	0532169	0037231	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	BX	0730413	0463737	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	BR	816040354	816040354	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	BR	007170823	007170823	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	CA	0415129	TMA239547	National	Granted
NAPIER	NAPIER TURBOCHARGERS	DK	VA197500403	VR197703245	National	Granted



	LIMITED					
NAPIER	NAPIER TURBOCHARGERS LIMITED	FI	113005	113005	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	FI	71315	71315	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	JP	2009-086675	5399028	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	KR	81-006960	81730	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	NO	19762242	99452	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	PL	78191	57339	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	RS	1990/00002147	37050	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	RS	1975/00000113	24033	National	Granted
NAPIER	NAPIER TURBOCHARGERS LIMITED	TW	077031673	00034071	National	Granted
Lion & Sabre logo	NAPIER TURBOCHARGERS LIMITED	GB	UK00001257060	UK00001257060	National	Granted
NAPIER TURBOCHARGERS	NAPIER TURBOCHARGERS LIMITED	US	85/536044	4244844	National	Granted
Sickle logo mark	NAPIER TURBOCHARGERS LIMITED	GB	None Issued	UK00801014508	National	Granted
NAPIER (stylised)	NAPIER TURBOCHARGERS LIMITED	GB	None Issued	UK00801014506	National	Granted
Lion with sickle logo	NAPIER TURBOCHARGERS LIMITED	GB	None Issued	UK00801014507	National	Granted
NAPIER	NAPIER TURBOCHARGERS	GB	UK00907031701	UK00907031701	National	Granted

	LIMITED					
NAPIER TURBOCHARGERS	NAPIER TURBOCHARGERS LIMITED	GB	UK00910564383	UK00910564383	National	Granted

