

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARINC Incorporated		06/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wabtec Transportation Systems. LLC		
Street Address:	30 Isabella Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2301647	AIM	
CORRESPONDENCE DATA			
Fax Number:	4123556501		
<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:	4123556766		
Email:	patricia.foley@klgates.com		
Correspondent Name:	Christopher M. Verdini		
Address Line 1:	210 Sixth Avenue		
Address Line 2:	K&L Gates Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2613		
NAME OF SUBMITTER:	Christopher M. Verdini		
SIGNATURE:	/Christopher M. Verdini/		
DATE SIGNED:	06/30/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is made as of this 9th day of June, 2022, by ARINC Incorporated, a Delaware corporation, with offices located at 2551 Riva Road, Annapolis, Maryland, 21401 (“*Assignor*”), in favor of Wabtec Transportation Systems, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated of June 9, 2022 (the “*Agreement*”), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire all of Assignor’s rights, title and interests in the mark AIM worldwide, together with the goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including the trademark registration identified in **Schedule A** (the “*Assigned Trademark*”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement;

WHEREAS, Assignee and Assignor are parties to that certain Trademark License Agreement granting Assignee a license to use the Assigned Trademark, dated June 9, 2022 (the “*ST License*”); and

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the Assigned Trademark, which will be subject to that certain Trademark License Agreement, between Assignor and Mirion Technologies (Canberra), Inc., a Delaware corporation (“*Mirion*”), effective at the closing of the sale of certain assets of Assignor to Mirion, and in the form attached as **Exhibit C** to the ST License. (the “*CI License*”).

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, conveys and transfers to Assignee, to the extent owned or assignable by the Assignor, all right, title and interest of Assignor in and to the Assigned Trademark worldwide, together with the goodwill of the business symbolized thereby, and including the following:

1.1 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;

1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

1.3 Any and all of Assignor’s rights, privileges and priorities provided under applicable law with respect to the Assigned Trademark, including, without limitation, Assignor’s common law rights and rights under any relevant laws, including any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution

or other violation, any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Assignment, and any and all rights in and to all claims (including claims for past, current or future infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Assignor against any third party, to the extent relating to the Assigned Trademark (regardless of whether such rights are exercisable); and

1.4 all rights and obligations of the Assignor in the CI License.

2. Effective Date: The effective date of the Assignment shall be the sooner of (a) sale certain of the assets of Assignor used in the conduct of the CI Business or (b) six months from the date of execution of this Assignment.

3. Termination of ST License. As of the Effective Date, the ST License shall be immediately terminated.

4. Recordation and Further Actions. Assignor will upon reasonable request, without further consideration, execute such additional writings necessary for the recordation of the Assigned Trademark before the United States Patent and Trademark Office or any equivalent authorities in foreign countries, as Assignee may deem reasonably necessary.

5. Successors and Assigns. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

6. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

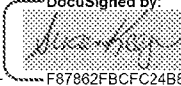
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

ARINC INCORPORATED


By:  F87862FBCFC24B8...
Name: Susan Keegan
Title: Vice President and Treasurer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNEE:

**WABTEC TRANSPORTATION SYSTEMS,
LLC**

By: 
Name: Nalin Jain
Title: Vice President - Digital & Electronics

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 007766 FRAME: 0662**

SCHEDULE A

<i>United States Trademark</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>	<i>Goods</i>
AIM	SN 75487687 05/19/1998	RN 2301647 12/21/1999	<p>IC 009: computer software for the control and monitoring of complex industrial systems, namely, transit authorities, nuclear sites and power</p> <p>IC 016: training materials, namely printed instructional materials, books and manuals related to computer software for the control and monitoring of complex industrial systems in the field of public transit, nuclear sites and power generation facilities</p>