

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863252

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900804366

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trimble Inc.		03/31/2022	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: 9

Property Type	Number	Word Mark
Registration Number:	5301628	COUPLERVIEW
Registration Number:	5301615	CSCVIEW
Registration Number:	5301580	TREADVIEW
Registration Number:	5301581	WHEELVIEW
Registration Number:	5421797	LAHVIEW
Registration Number:	5421743	TRAINVIEW
Registration Number:	5421718	TRUCKVIEW
Registration Number:	5451066	BEENA VISION
Registration Number:	5627919	BRAKEVIEW

CORRESPONDENCE DATA

Fax Number: 9712718021

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: (971) 271-8020

Email: mccoym@mccrus.com

Correspondent Name: B. Anna McCoy

Address Line 1: 1410 NW Johnson St

Address Line 2: Ste 201

Address Line 4: Portland, OREGON 97209

ATTORNEY DOCKET NUMBER:	WAB22204
NAME OF SUBMITTER:	B. Anna McCoy
SIGNATURE:	/B. Anna McCoy/
DATE SIGNED:	12/22/2023

Total Attachments: 68

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of March 31, 2022, by and between Trimble Inc., a Delaware corporation (the “Seller”), and Wabtec Transportation Systems, LLC, a Delaware limited liability company (the “Purchaser”). Certain other capitalized terms used in this Agreement are defined in the appended Exhibit A.

The Seller, either directly or through certain of its Affiliates, is engaged in the Business. This Agreement contemplates the sale and transfer by the Seller Group to the Purchaser of certain of the assets and liabilities relating to the Business. At the Closing, the Asset Sellers will sell and transfer to the Purchaser, and the Purchaser will purchase and assume from the Asset Sellers, all of the Transferred Assets and Assumed Liabilities.

In consideration of the foregoing recitals, the mutual representations, warranties and covenants set forth in this Agreement and the other Transaction Agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

ARTICLE 1 THE TRANSACTIONS

1.1 Purchase and Sale of Certain Assets and Assumption of Certain Liabilities.

(a) Assets of each Asset Seller.

(i) Transferred Assets. Upon the terms and conditions set forth in this Agreement, the Asset Sellers will sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase, acquire and accept from the Asset Sellers at the Closing, all of the Asset Sellers’ title and interest in the assets and properties owned, used or held for use exclusively in the conduct of the Business by any of the Asset Sellers, including the Asset Sellers’ title and interest under the following assets (collectively, the “Transferred Assets”):

(A) the rights in respect of the real property (land, building and facility infrastructure) leased by the Asset Sellers set forth on Schedule 1.1(a)(i)(A) (the “Transferred Leased Real Property”), to the extent that such rights may be transferred under applicable Law;

(B) the tangible personal property, including equipment, furniture, office equipment and other tangible property located at the Transferred Leased Real Property and the related interests of the Asset Sellers therein and as set forth on Schedule 1.1(i)(B);

(C) all Contracts and other instruments exclusively relating to the Business or the Transferred Assets (the “Transferred Contracts”) and as set forth on Schedule 1.1(i)(C);

(D) to the extent transferable under applicable Law, all permits, licenses, certifications, waivers and approvals from applicable Governmental Entities exclusively relating to the Business or the Transferred Assets and as set forth on Schedule 1.1(i)(D);

(E) (i) the know-how, trade-secrets and information of the Asset Sellers exclusively relating to the Business (the “Transferred Know-How”); (ii) the trade dress and trade names, logos, trademarks and service marks, domain names and related registrations and applications listed on Section 2.8(a)(i) of the Seller Disclosure Letter, including any intent to use applications, supplemental registrations and any renewals or extensions, and all goodwill associated with any of the foregoing (the

“Transferred Trademarks”); (iii) the patents and patent applications listed on Section 2.8(a)(i) of the Seller Disclosure Letter (the “Transferred Patents”); (iv) the software and other products, including any software and other products currently in development, from which the Business has derived within the prior three years of the date hereof, is currently deriving or is scheduled to derive, revenue from the sale, license, maintenance or provision thereof (together with the Transferred Know-How, the Transferred Trademarks, the Transferred Patents, the “Transferred IP Assets”);

(F) to the extent transferable under applicable Law, the books, records, files and documents, whether in hard copy or computer format, exclusively used in the Business and owned by the Asset Sellers, including sales and business files and records, property records, contract records, manufacturing, test and design records, drawings, engineering, maintenance, operating records, supplier and customer lists and other accounting, financial and business records and documents (the “Transferred Records”); provided, however, each Asset Seller will retain a copy of the Transferred Records for compliance purposes;

(G) all inventory of the Business, including all raw materials, work-in-process, finished goods, new materials, and spare parts inventory of the Business as set forth on Schedule 1.1(i)(G);

(H) all accounts receivable of the Business as set forth on Schedule 1.1(i)(H);

(I) all of the Asset Sellers’ rights under warranties, indemnities and all similar rights against third parties to the extent related to the Transferred Assets;

(J) the goodwill of the Asset Sellers exclusively relating to the Business or the Transferred Assets, it being understood that the foregoing does not include goodwill associated with the corporate name of the Seller or any of its Affiliates

(K) all algorithms, applications, programming, interfaces (APIs), apparatuses, databases and data collections, diagrams, inventions, discoveries, ideas, methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, software (including source code and object code), subroutines, user interfaces, techniques, URLs, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and whether or not protectable under any Laws) exclusively used in the Business; and

(L) all other assets of the Asset Sellers set forth on Schedule 1.1(a)(i)(L).

(ii) Excluded Assets. The Purchaser expressly understands and agrees that all other assets, rights and properties of the Seller and its Affiliates will be excluded from the Transferred Assets, including, the following (the “Excluded Assets”):

(A) all cash, cash equivalents, bank deposits, investment accounts, lockboxes, certificates of deposit, marketable securities, bank accounts, corporate credit cards and other similar cash items of the Seller and its Affiliates;

(B) all credits, prepaid expenses, deferred charges, advance payments (including retention, stay and performance bonuses), security deposits, prepaid items and duties to the extent related to any asset that is not a Transferred Asset;

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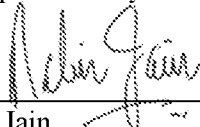
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Purchaser

Wabtec Transportation Systems, LLC

By:

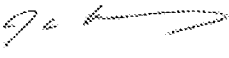


Nalin Jain
Vice-President, Digital & Electronics

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

“Seller”

Trimble Inc.

By: 
Name: James A. Kirkland
Title: Senior Vice President, General Counsel
and Secretary

Section 2.8: Intellectual Property

(a)

Transferred Patents

No.	Patent No.	Issue Date	Title	Country	Owner
1.	6909514	21/06/2005	WHEEL PROFILE INSPECTION APPARATUS AND METHOD	USA	Beena Visions Systems Inc (now Trimble Inc)
2.	7715026	11/5/2010	METHOD, APPARATUS, AND SYSTEM FOR NON-CONTACT MANUAL MEASUREMENT OF A WHEEL PROFILE	USA	Beena Visions Systems Inc (now Trimble Inc)

Transferred Trademarks

No.	Country	Mark	Status	Reg. No.	Reg. Date	Owner	Action
1.	USA	BRAKEVIEW	Registered	5627919	Dec-11-2018	Trimble Inc.	11 Dec 2023 Review for Section 15 Affidavit
2.	USA	COUPLERVIEW	Registered	5301628	Oct-3-2017	Trimble Inc.	03 Oct 2022 Review for Section 15 Affidavit
3.	USA	CSCVIEW	Registered	5301615	Oct-3-2017	Trimble Inc.	03 Oct 2022 Review for Section 15 Affidavit
4.	USA	LAHVIEW	Registered	5421797	Mar-13-2018	Trimble Inc.	13 Mar 2023 Review for Section 15 Affidavit
5.	USA	TRAINVIEW	Registered	5421743	Mar-13-2018	Trimble Inc.	13 Mar 2023 Review for Section 15 Affidavit
6.	USA	TREADVIEW	Registered	5301580	Oct-3-2017	Trimble Inc.	03 Oct 2022 Review for Section 15 Affidavit
7.	USA	TRUCKVIEW	Registered	5421718	Mar-13-2018	Trimble Inc.	13 Mar 2023 Review for Section 15 Affidavit
8.	USA	WHEELVIEW	Registered	5301581	Oct-3-2017	Trimble Inc.	03 Oct 2022 Review for Section 15 Affidavit
9.	USA	Beenavision	Registered	5451066	Apr-24-2018	Trimble Inc.	24 Apr 2023 Declaration Due Dates:

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