

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTINGHOUSE ELECTRIC COMPANY LLC		01/25/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	6600357	CMIS	
Registration Number:	6146580	BLUERAD	
Registration Number:	6365223	DEVINCI	
Registration Number:	6007920	ELSCAN	
Registration Number:	6082177	CHAIN REACTION CONTRAPTION CONTEST	
Registration Number:	5916382	EVINCI	
Registration Number:	5985497	WE-SIMIX	
Registration Number:	5721345	AP1000	
Registration Number:	5702457	NUCLEARNING	
Registration Number:	6166640	CMIS	
Registration Number:	5817160	CONFIGURATION MANAGEMENT INTERFACE SYSTE	
Registration Number:	5625828	S AND W STONE AND WEBSTER	
Registration Number:	5426598	RHOPRO	
Registration Number:	5352161	ENCORE	
Registration Number:	5662112	SIGMA	
Registration Number:	5014712	AXIOM	
Registration Number:	5402121	WECTEC	
Registration Number:	4664900	STELLAR	
Registration Number:	4664851	CHISEL	

OP \$1365.00 6600357

Property Type	Number	Word Mark
Registration Number:	4664852	CORE
Registration Number:	4660907	ZEPHYR FLIES LIKE THE WIND
Registration Number:	4660904	ZEPHYR
Registration Number:	4229338	PWR OWNERS GROUP
Registration Number:	4202258	VSP2
Registration Number:	4102481	ALS
Registration Number:	4085446	ADVANCED LOGIC SYSTEM
Registration Number:	4055372	AP1000
Registration Number:	4276155	ELR
Registration Number:	3994489	NUC LEARNING
Registration Number:	3998772	NUC LEARNING
Registration Number:	3994474	NUCLEARNING
Registration Number:	4039020	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN S
Registration Number:	3926432	DYNAMIC PORT
Registration Number:	3926434	SHIELD
Registration Number:	3774158	ZIRLO
Registration Number:	3894209	AP1000
Registration Number:	3465622	NEW START
Registration Number:	3090333	SHUFFLEWORKS
Registration Number:	3406483	FUELMASTER
Registration Number:	3026611	FUELNET
Registration Number:	2903512	CASKWORKS
Registration Number:	2919803	PEGASYS
Registration Number:	2685942	ARSST
Registration Number:	2618413	WESTECTOR
Registration Number:	2655765	RAPID EIDMS
Registration Number:	2013331	ECLIPSE
Registration Number:	2070374	TRACWORKS
Registration Number:	1878285	WESDYNE
Registration Number:	1875855	WESDYNE
Registration Number:	1906358	ANSER
Registration Number:	1810184	ANSER
Registration Number:	1607201	AMDATA
Registration Number:	1172881	X-SAM
Registration Number:	975242	BORONOMETER

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2244957
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NAME OF SUBMITTER:	Amanda Tyson
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SIGNATURE:	/Amanda Tyson/
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DATE SIGNED:	01/26/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 25, 2024 (this “Agreement”), among WESTINGHOUSE ELECTRIC COMPANY LLC (the “Grantor”) and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of January 25, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1 Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2 Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under, to the extent the same constitute Collateral, the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use application is converted to a “use in commerce” application with respect thereto, as applicable, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3 Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4 Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Trademark Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirement of Law (including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6 Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7 Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the Grantor party hereto has duly executed this Agreement as of the date first above written.

WESTINGHOUSE ELECTRIC COMPANY LLC, as
Grantor

By: Shravan Chopra
Name: Shravan Chopra
Title: Treasurer




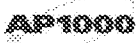


**DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent**

By: 
Name: Philip Tancorra
Title: Director
philip.tancorra@db.com
212-250-6576






By: 
Name: Lauren Danbury
Title: Vice President

**Schedule I to the
Trademark Security Agreement**

TRADEMARK COLLATERAL

Owner Name	Trademark	Status	Application Date	Application Number	Registration Date	Registration Number
Westinghouse Electric Company LLC (as successor by merger with PKMJ Technical Services, LLC)	CMIS	Registered	10/1/2020	90230402	12/28/2021	6600357
Westinghouse Electric Company LLC	BLUERAD	Registered	2/13/2020	88795845	9/8/2020	6146580
Westinghouse Electric Company LLC	DEVINCI	Registered	9/23/2019	88627123	5/25/2021	6365223
Westinghouse Electric Company LLC	ELSCAN	Registered	8/27/2019	88594125	3/10/2020	6007920
Westinghouse Electric Company LLC	CHAIN REACTION CONTRAPTION CONTEST	Registered	8/16/2019	88582060	6/16/2020	6082177
Westinghouse Electric Company LLC	EVINCI	Registered	10/12/2018	88152536	11/19/2019	5916382
Westinghouse Electric Company LLC	WE-SIMIX	Registered	9/28/2018	88136378	2/11/2020	5985497
Westinghouse Electric Company LLC	AP1000 	Registered	8/29/2018	88096994	4/9/2019	5721345
Westinghouse Electric Company LLC	NUCLEARING	Registered	8/3/2018	88064158	3/19/2019	5702457
Westinghouse Electric Company LLC	CMIS	Registered	5/16/2018	87923900	10/6/2020	6166640
Westinghouse Electric Company LLC (as successor by merger with PKMJ Technical Services, LLC)	CONFIGURATION MANAGEMENT INTERFACE SYSTEM	Registered	5/16/2018	87923860	7/30/2019	5817160
Westinghouse Electric Company LLC	S&W STONE & WEBSTER 	Registered	2/5/2018	87784740	12/11/2018	5625828
Westinghouse Electric Company LLC	RHOPRO	Registered	7/14/2017	87528942	3/20/2018	5426598
Westinghouse Electric Company LLC	ENCORE	Registered	3/27/2017	87386978	12/5/2017	5352161
Westinghouse Electric Company LLC	SIGMA	Registered	3/22/2017	87380893	1/22/2019	5662112
Westinghouse Electric Company LLC	AXIOM	Registered	12/14/2015	86848170	8/2/2016	5014712
Westinghouse Electric Company LLC	WECTEC	Registered	12/2/2015	86836423	2/13/2018	5402121
Westinghouse Electric Company LLC	STELLAR	Registered	4/17/2014	86254797	12/30/2014	4664900
Westinghouse Electric Company LLC	CHISEL	Registered	3/17/2014	86223299	12/30/2014	4664851
Westinghouse Electric Company LLC	CORE	Registered	3/17/2014	86223360	12/30/2014	4664852
Westinghouse Electric Company LLC	ZEPHYR FLIES LIKE THE WIND  <i>Flies like the wind</i>	Registered	12/4/2013	86134564	12/23/2014	4660907
Westinghouse Electric Company LLC	ZEPHYR	Registered	12/3/2013	86133410	12/23/2014	4660904
Westinghouse Electric Company LLC	PWR OWNERS GROUP	Registered	2/22/2012	85550013	10/23/2012	4229338
Westinghouse Electric Company LLC	VSP2	Registered	1/27/2012	85527691	9/4/2012	4202258
Westinghouse Electric Company LLC	ALS	Registered	7/18/2011	85373963	2/21/2012	4102481
Westinghouse Electric Company LLC	ADVANCED LOGIC SYSTEM	Registered	7/13/2011	85370251	1/10/2012	4085446
Westinghouse Electric Company LLC	AP1000 	Registered	1/27/2011	85227429	11/15/2011	4055372
Westinghouse Electric Company LLC	ELR	Registered	6/25/2010	85071634	1/15/2013	4276155
Westinghouse Electric Company LLC	NUC LEARNING 	Registered	9/23/2009	77832994	7/12/2011	3994489
Westinghouse Electric Company LLC	NUC LEARNING 	Registered	9/18/2009	77829399	7/19/2011	3998772
Westinghouse Electric Company LLC	NUCLEARING	Registered	9/8/2009	77821403	7/12/2011	3994474

Schedule I to the
Trademark Security Agreement

Owner Name	Trademark	Status	Application Date	Application Number	Registration Date	Registration Number
Westinghouse Electric Company LLC	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN SEAL  SHIELD Passive Thermal Shutdown Seal	Registered	9/4/2009	77820294	10/11/2011	4039020
Westinghouse Electric Company LLC	DYNAMIC PORT	Registered	6/22/2009	77764755	3/1/2011	3926432
Westinghouse Electric Company LLC	SHIELD	Registered	6/22/2009	77764874	3/1/2011	3926434
Westinghouse Electric Company LLC	ZIRLO	Registered	3/16/2009	77691557	4/13/2010	3774158
Westinghouse Electric Company LLC	AP1000	Registered	8/30/2007	77268250	12/21/2010	3894209
Westinghouse Electric Company LLC	NEW START	Registered	5/24/2007	77189257	7/15/2008	3465622
Westinghouse Electric Company LLC	SHUFFLEWORKS	Registered	6/3/2005	78642875	5/9/2006	3090333
Westinghouse Electric Company LLC	FUELMASTER	Registered	12/18/2003	78342950	4/1/2008	3406483
Westinghouse Electric Company LLC	FUELNET	Registered	12/11/2003	78339329	12/13/2005	3026611
Westinghouse Electric Company LLC	CASKWORKS	Registered	11/20/2003	78330744	11/16/2004	2903512
Westinghouse Electric Company LLC	PEGASYS 	Registered	10/18/2002	78175947	1/18/2005	2919803
Westinghouse Electric Company LLC	ARSST	Registered	1/24/2002	76362243	2/11/2003	2685942
Westinghouse Electric Company LLC	WESTECTOR	Registered	11/14/2001	78093183	9/10/2002	2618413
Westinghouse Electric Company LLC	RAPID EIDMS	Registered	2/20/2001	76212403	12/3/2002	2655765
Westinghouse Electric Company LLC	ECLIPSE	Registered	6/22/1995	74692411	11/5/1996	2013331
Westinghouse Electric Company LLC	TRACWORKS 	Registered	3/27/1995	74658323	6/10/1997	2070374
Westinghouse Electric Company LLC	WESDYNE 	Registered	6/21/1993	74404246	2/7/1995	1878285
Westinghouse Electric Company LLC	WESDYNE 	Registered	6/21/1993	74404250	1/24/1995	1875855
Westinghouse Electric Company LLC	ANSER	Registered	6/14/1993	74400847	7/18/1995	1906358
Westinghouse Electric Company LLC	ANSER	Registered	12/9/1991	74228799	12/7/1993	1810184
Westinghouse Electric Company LLC	AMDATA	Registered	11/9/1988	73762828	7/24/1990	1607201
Westinghouse Electric Company LLC	X-SAM	Registered	4/21/1980	73258859	10/13/1981	1172881
WESTINGHOUSE ELECTRIC CO. LLC	BORONOMETER	Registered	8/3/1971	72399165	12/18/1973	975242