

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn Power Group, LLC		10/13/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Northeast-Western Energy Systems USA LLC		
Street Address:	1 Pearl Buck Court, Unit B		
City:	Bristol		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3112642	NORTHEAST ENERGY SYSTEMS	
Registration Number:	3728048	WESTERN ENERGY SYSTEMS	
Registration Number:	3728049	WESTERN ENERGY SYSTEMS	
Registration Number:	3744126	WESTERN ENERGY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	020346-0016		
NAME OF SUBMITTER:	Brian P. O'Donnell		
SIGNATURE:	/Brian P. O'Donnell/		
DATE SIGNED:	01/29/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and effective as of October 13, 2023 (the "Effective Date") by and between Penn Power Group, LLC, a Pennsylvania limited liability company ("Assignor"), and Northeast-Western Energy Systems USA LLC (f/k/a INNIO SPV I LLC), a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated October 13, 2023 (the "Purchase Agreement"). Assignee and Assignor are individually referred to herein as a "Party" and collectively, as the "Parties." All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

- A. Assignee desires to acquire Assignor's entire right, title, and interest in and to the Business Intellectual Property, attached hereto as Schedule I.
- B. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Business Intellectual Property and to allow Assignee to file this Assignment with the United States Patent and Trademark Office; and
- C. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Business Intellectual Property.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Assignment. Assignor hereby irrevocably and perpetually assigns, conveys and transfers to Assignee any and all of Assignor's right, title and interest in or to (i) the Business Intellectual Property; and for the avoidance of doubt, (ii) all (A) goodwill and all rights associated therewith, (B) rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any or all of the Business Intellectual Property and (C) rights to any claims or causes of action related to any of the Business Intellectual Property, whether accruing before, on or after the date hereof, including, without limitation, all rights to and claims for remedies, damages, restitution and injunctive relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect or otherwise recover any such damages. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

2. Recordation. Assignor authorizes the United States Patent and Trademark Office to record Assignee as the owner of the Business Intellectual Property and to issue all registrations for the Business Intellectual Property in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Business Intellectual Property, as the case may be, including, without limitation, the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing its rights in the Business Intellectual Property, as applicable. With respect to www.NEESYS.com, www.WEESYS.com, and www.nes-wes.com, Assignor shall, at Assignee's reasonable out-of-pocket expense, within a reasonable time after the Effective Date and for no additional consideration, take such steps as may be reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the aforementioned domain names, including (i) executing applicable domain name registrar transfer agreements or (ii)

arranging for the domain name to be unlocked in preparation for its transfer to Assignee, and providing Assignee with the domain authorization code and any other authorization code that Assignee will need to initiate the transfer of the domain name to Assignee.

3. Severability. If any provision of this Assignment is declared invalid, illegal, or unenforceable, (a) all other provisions of this Assignment shall remain in full force and effect and (b) the Parties shall negotiate in good faith to amend or modify this Assignment to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision giving effect to the Parties' intent to the maximum extent permitted by Law.

4. Amendments. This Assignment will not be modified except by written agreement dated subsequent to the Effective Date and signed by each of the Parties hereto.

5. Successors and Assigns. Except as provided in the Purchase Agreement, this Assignment is solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Assignment.

6. Governing Law. This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, will be governed by and construed in accordance with the Laws of the State of Delaware without regard to its conflicts of law rules and any other Law that would cause the application of the Laws (including the statute of limitations) of any jurisdiction other than the State of Delaware.

7. Heading Terms. Any captions to, or headings of, the sections of this Assignment are solely for the convenience of the Parties hereto, and shall not be deemed part of this Assignment or be given any effect in interpreting this Assignment.

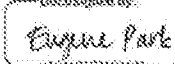
8. Counterparts. This Assignment may be executed in multiple counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission (including via DocuSign) shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

PENN POWER GROUP, LLC

By: 
Name: Eugene Park
Title: Vice President

{Signature Page -- Intellectual Property Assignment}

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment as of the date set forth above.

ASSIGNEE:

NORTHEAST-WESTERN ENERGY
SYSTEMS USA LLC

By: 

Name: Dr. Klaus-Peter Weber

Title: Managing Director

[Signature Page – Intellectual Property Assignment]

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TRADEMARK
REEL: 008330 FRAME: 0901

SCHEDULE 1

BUSINESS INTELLECTUAL PROPERTY

<u>Registered Trademarks</u>				
Grantor/Owner of Intellectual Property	Title of Intellectual Property	Jurisdiction	Registration Number	Registration Date
Penn Power Group, LLC	Northeast Energy Systems (and Design)	U.S.	3112642	July 4, 2006
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3728048	December 22, 2009
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3728049	December 22, 2009
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3744126	February 2, 2010

Unregistered Trademarks or Fictitious Names and Tradenames of the Business:

- Northeast Energy Systems
- Western Energy Systems
- Northeast-Western Energy Systems

Domain Names:

- www.NEESYS.com
- www.WEESYS.com
- www.nes-wes.com