

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI26855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/01/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALSTOM Ferroviaria S.p.A.		01/30/2024	Corporation: ITALY
RECEIVING PARTY DATA			
Company Name:	ALSTOM Holdings		
Street Address:	48 rue Albert Dhalenne		
City:	SAINT-OUEN-SUR-SEINE		
State/Country:	FRANCE		
Postal Code:	93400		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1363055	MICROCHRON	
Registration Number:	984360	GRS	
Registration Number:	984361	GRS	
CORRESPONDENCE DATA			
Fax Number:	1703816410		
<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:	703-816-4404		
Email:	cfs@nixonvan.com,embon-tm-design@nixonvan.com		
Correspondent Name:	Jeffrey M. Goehring		
Address Line 1:	901 N. Glebe Road, 11th Floor		
Address Line 4:	Arlington, VIRGINIA 22203		
NAME OF SUBMITTER:	Christopher Smith		
SIGNATURE:	Christopher Smith		
DATE SIGNED:	02/15/2024		
Total Attachments: 9			
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Trademark Assignment Agreement
("Trademark Assignment Agreement")

Between

ALSTOM Ferroviaria S.p.A.

(Commercial Register of the local court of Cuneo under number 07984290010)

Having its registered office Via Ottavio Moreno 23, 12038 Savigliano, Italy,

Represented by Michele Viale, Managing Director

(hereinafter referred to as "**Assignor**")

and

ALSTOM Holdings

(347 951 238 RCS Bobigny),

Having its registered office at 48 rue Albert Dhalenne, 93400 Saint-Ouen-sur-Seine, France,

Represented by Mr. Frédéric Lerner, acting as Vice President Legal Procurement & Intellectual Property

(hereinafter referred to as "**Assignee**")

Referred to hereinafter, individually, as the "**Party**" or, collectively, as the "**Parties**"

WHEREAS:

- A. ALSTOM Holdings, a French *société anonyme*, having its registered office 48, rue Albert Dhahenne, 93400 Saint-Ouen-sur-Seine, France, registered with the Trade and Companies Registry of Bobigny under number 347 951 238 ("**Alstom**"), is in charge of :
- defining, implementing, and steering the research and development strategy of the Alstom Group. As such, it decides which research and development activities are to be launched,
 - controlling the costs and the Results of the research and development activities in execution,
 - performing research & development activities by its own means, by subcontracting, or by entering into research and development partnerships, or by any other means whatsoever,
 - financing the group research and development activities,
 - taking all risks pertaining to research and development activities and in particular the failure of research and development activities and misalignment of research and development activities with market needs,
 - protecting and managing the intellectual property rights.
- B. **ALSTOM Ferroviaria S.p.A.** is an Affiliate of the Alstom Group,
- C. **ALSTOM Ferroviaria S.p.A.** owns of the rights related to the products and services Trademarks listed in Schedule 1,
- D. In order to comply with internal rules for centralization of all intellectual property rights of the Alstom Group, **ALSTOM Ferroviaria S.p.A.** shall assign all its products and services Trademarks to ALSTOM Holdings,
- E. For the avoidance of doubt, all intellectual property rights other than those expressly listed in Appendix 1 are excluded from the scope of the present Trademark Agreement.

NOW THEREFORE, for the consideration of the premises and the mutual obligations hereinafter set out, the Parties hereto agree as follows :

DEFINITIONS:

Terms in capital letters used in this Agreement (including in the recitals) shall have the meaning defined in this Article Definitions.

Affiliate shall mean, with respect to any specified Person, any other Person that directly or indirectly, controls or is controlled by or is under common control with such Person, in each case from time to time (it being understood that a Person will be deemed to "control" another Person for purposes of this definition if any of the conditions provided under Article L. 233-3 I and II of the French Code de commerce is met).

Effective Date: shall have the meaning of the date of signature of this Trademark Agreement by the Parties.

Legal Entity: shall mean any corporation, company, partnership, association, or other legal entity established pursuant to the laws of any jurisdiction.

Third Party(ies): shall mean any natural or legal person, either private or public, other than one of the Parties.

Trademarks: shall mean the products and services Trademarks owned by Assignor, which are assigned to Assignee, as listed in Schedule 1.

Trademark Agreement: shall mean the present Trademarks assignment. This Trademark Agreement formalizes all the terms regarding the assignment of the Trademarks to Assignee.

ARTICLE 1: ASSIGNMENT

- 1.1** As of the Effective Date, the Assignor hereby assigns to Assignee, who accepts, all of Trademarks, including all goodwill associated therewith, and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals thereof.
- 1.2** For the avoidance of doubt, as of the Effective Date of this Agreement, Assignee shall have the sole right and responsibility to sue, counterclaim and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under Assignment.

ARTICLE 2: RIGHTS IN TRADEMARKS

Notwithstanding anything to the contrary in this Trademark Agreement, Assignee (and its Affiliates) and its successors and assigns shall assume the rights, titles and interests in the Trademarks, as set out in this Trademark Agreement subject to and encumbered with any licenses, options to acquire licenses or other rights existing for the benefit of or granted to Third Parties prior to the Closing Date.

ARTICLE 3: ACTIONS TO PERFECT THE ASSIGNMENT AND DELIVERY OF DOCUMENTATION

- 3.1** Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all further reasonable actions and execute all reasonable documents as may be necessary or appropriate to perfect the assignment in and to the Trademarks as may be reasonably requested by Assignee, and shall not enter into any agreement or take any action in conflict with this Trademark Agreement.
- 3.2** Assignor must deliver copies of all documents listed in Schedule 1 as soon as reasonably possible, however, no later than one (1) month, from the Effective Date to the Assignee.

ARTICLE 4: PRICE

The assignment of the Trademarks is accepted for one (1) euro exclusive of any applicable VAT for the acquisition of the Trademarks by the Assignee.

ARTICLE 5: FORMALITIES

- 5.1** After the Effective Date, the Assignee will, at his own cost and expense, file for the recordal of the change in ownership in the Trademarks.
- 5.2** If required by any national, regional or international trademark offices and registrars for domain names, the Parties will execute any document necessary for the purpose of recording the change of ownership of the Trademarks.

5.3 The Assignor hereby undertakes to provide its assistance necessary for the recordal of the change of ownership of the Trademarks, and enforcement against Third Parties.

ARTICLE 6: WARRANTIES OF THE ASSIGNEE

Assignee warrants that:

- (a) it has full authority to execute and perform this Trademark Agreement ;
- (b) the execution and performance of this Trademark Agreement does not and will not cause it to be in breach of any obligation whether contractual, statutory or otherwise.

ARTICLE 7: EXCLUSION OF WARRANTIES AND LIABILITY BY THE ASSIGNOR

7.1 Assignor does not make any warranty or representation with regard to the Trademarks. Assignor especially makes no warranty or representation with regard to the validity, merchantability or fitness for a particular purpose.

7.2 Assignor shall have no liability whatsoever to Assignee for or on account of any loss or damage of any kind or nature (including but not limited to loss of goodwill or reputation, loss of savings or profit, loss of revenue as well as any special, indirect and consequential damages), suffered by, or any claims asserted against, or any other liability incurred by or imposed on, Assignee, arising out of or in connection with or resulting from the assignment or use of any Trademarks.

ARTICLE 8: INFRINGEMENT PROCEEDINGS

8.1 For the avoidance of doubt, as of the Effective Date of this Trademark Agreement, the application, prosecution and defense of the Trademarks and the administrative measures taken to maintain or abandon such rights shall be under the sole responsibility of Assignee.

8.2 Assignee will have the sole right to sue, counterclaim and recover for past, present and future infringement, misappropriation or illegal use of the Trademarks.

ARTICLE 9: GOVERNING LAW AND ARBITRATION

The terms and conditions of this Agreement shall be governed by and interpreted using the substantive laws of France, excluding its conflicts of laws rules.

Any dispute, controversy or claim before or after termination arising out of or relating to the User Agreement, or the breach, termination or invalidity thereof and any dispute arising therefrom, which cannot be settled amicably between the Parties, shall be settled by a decision of first common level of Alstom Group management. If either Party ceases at any time to be a member of Alstom Group, the dispute shall be finally

settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The locus of arbitration shall be Paris, France. The language that shall be employed in the arbitration shall be English.

ARTICLE 10: VARIATION AND WAIVER

10.1 Waiver

Neither Party's rights shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right and no waiver by either Party of any breach shall operate as a waiver of any other or further breach, whether of a like or different character.

Without prejudice to any provisions to the contrary herein, no waiver by either Party of any provision of the Trademark Agreement shall be effective unless in writing and duly executed by an authorized representative of the Party.

10.2 Variation

No variation, amendment, supplement, deletion or replacement ("Variation") of or from this Trademark Agreement or any of its terms, including this Section 10.2, shall be valid unless it is in writing and signed by or on behalf of both Parties.

ARTICLE 11: ENTIRE AGREEMENT

This Trademark Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Trademark Agreement, superseding all previous agreements, understandings or arrangements. This Trademark Agreement may be modified in a written addendum executed by the Parties.

ARTICLE 12: NOTICES

12.1 Notices to Party

Any notice to be given by one Party to the other under, or in connection with, this Trademark Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be served by delivering it by hand, against acknowledgment of receipt or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in this Article and in each case marked for the attention of the relevant Party (or as otherwise notified from time to time in accordance with the provisions of this Article).

Any notice so served by hand or post shall be deemed to have been duly given:

- on the date of delivery or refusal to accept delivery if delivered by hand,
- on the date of delivery if sent by courier or post.

12.2 Addresses

The addresses of Assignor and Licensor for the purpose of Article 12 are as follows:

Assignor

ALSTOM Ferroviaria S.p.A.

as defined in the preamble of this Trademark Agreement.

Assignee

ALSTOM Holdings

Intellectual Property Department

48, Rue Albert Dhalenne, 93400 Saint-Ouen-sur-Seine, France

To :

Frédéric LERNER, Vice President Legal Procurement & Legal Intellectual Property

Valérie DUSSAUSSOIS, Trademarks, Designs & Copyrights Director

ARTICLE 13: SEVERABILITY

In the event that any provision of this Trademark Agreement shall be deemed to be invalid, illegal, void or otherwise unenforceable by reason of any applicable law, it shall be deleted, and the remaining provisions hereof shall continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced accordingly. In this case the Parties undertake to negotiate in good faith the provision of this Trademark Agreement which are held to be illegal, void, invalid or unenforceable under the applicable law.

ARTICLE 14 - LANGUAGE AND COUNTERPARTS

The Trademark Agreement is written in the English language. All correspondence with regard to the Trademark Agreement shall be conducted in the English language unless otherwise agreed in writing. This Trademark Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together shall constitute one and the same instrument.

ARTICLE 15 – COSTS

Save as expressly set out herein, each Party shall bear its own costs in respect of the fulfilment of its obligations under this Trademark Agreement.

ARTICLE 16 - CONSENTS OR APPROVALS

Unless expressly specified to the contrary in respect of any particular consent or approval, any consent or approval given by a Party pursuant to the terms of this Trademark Agreement shall not be valid and binding unless it has been given in writing and signed by or on behalf of the Party giving it.

ARTICLE 17: HEADINGS

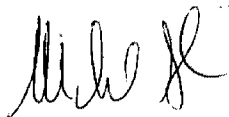
The headings of the various sections of this Trademark Agreement are given solely for convenience or reference and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Trademark Agreement.

AS WITNESS WHEREOF the Parties have signed this Trademark Agreement on 1 December 2023.

The parties agree that this Trademark Assignment Agreement may be executed and delivered by electronic signatures. The signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The signed version by the parties will be the unique official document.

ALSTOM Ferroviaria S.p.A.

Assignor



Michele VIALE
Managing Director

ALSTOM Holdings




Assignee



Frédéric LERNER (30 Janv. 2024 17:23 GMT+1)

Frédéric LERNER
Vice President Legal Procurement &
Intellectual Property, duly authorized

Schedule 1. ALSTOM Ferroviaria S.p.A. Trademarks portfolio

Trademark	Country	Type	First filing date	Filing date	Filing No.	Registration date	Registration No.	Expiry date	Class(es)
	USA	National	14/08/1972	24/04/2014	72432796	14/06/2014	984360	21/05/2024	9
	USA	National	14/08/1972	25/04/2014	72432798	29/04/2014	984361	21/05/2024	9
	CANADA	National	14/11/1978	24/10/2010	432488	24/10/2010	TMA251741	24/10/2025	9, 28
MICROCHRON	USA	National	07/12/1984	22/05/2015	73512549	26/05/2015	1363055	01/10/2025	9