

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALSTOM TECHNOLOGY LTD.		04/01/2006	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	CITECH LIMITED		
Street Address:	BRITANNIA HOUSE, 50 GREAT CHARLES STREET		
City:	BIRMINGHAM B3 2LT		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78502639	CIBAS	
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	079676.0001 PMK/ESP		
DOMESTIC REPRESENTATIVE			
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NAME OF SUBMITTER:	Perla M. Kuhn
Signature:	/Perla M. Kuhn/
Date:	09/02/2009
Total Attachments: 7 source=Alstom to Citech Asgnmt.pdf#page1.tif source=Alstom to Citech Asgnmt.pdf#page2.tif source=Alstom to Citech Asgnmt.pdf#page3.tif source=Alstom to Citech Asgnmt.pdf#page4.tif source=Alstom to Citech Asgnmt.pdf#page5.tif source=Alstom to Citech Asgnmt.pdf#page6.tif source=Alstom to Citech Asgnmt.pdf#page7.tif	

DATED

1st April

2006

ALSTOM Technology Limited (1)

and

ALSTOM UK (2)

and

CITECH Limited (3)

AGREEMENT TO TRANSFER AND ASSIGN
PATENTS, TRADEMARKS AND CERTAIN
OTHER INTELLECTUAL PROPERTY RIGHTS

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DATED

1st April

2006

- (1) **ALSTOM Technology Ltd.** (registered number CH-400.3.024.489-7) a company incorporated under the laws of Switzerland whose registered office is at Brown Boveri Strasse 7, 5400 Baden, Switzerland (the "ATL");
- (2) **ALSTOM UK** (registered number) a company incorporated under the laws of England and Wales whose registered office is at Newbold Road, Rugby, Warwickshire CV21 2NH ("AUK"); and
- (3) **Citech Limited** (registered number 5605189) a company incorporated under the laws of England and Wales whose registered office is at Britannia House, 50 Great Charles Street, Birmingham, B3 2LT (the "Transferee").

RECITALS

- (A) By an agreement dated 7 January 2006, ALSTOM UK Holdings Ltd ("Holdings") has agreed to sell the entire issued share capital of ALSTOM Energy Systems SHG Limited ("AES") to the Transferee ("the Sale Agreement")
- (B) In accordance with the terms of the Sale Agreement, Holdings has agreed to assign and/or to procure the assignment to the Transferee of certain intellectual property rights owned by Holdings or its Affiliates and used by AES in its business.
- (C) AUK is the proprietor of or applicant for the patents listed in Part A of Schedule 1 to this Agreement ("the Patents"). ATL is the proprietor of the trade marks registered or the subject of applications for registration listed in Part B of Schedule 1 to this Agreement ("the Trademarks"). ATL is the proprietor of the Assigned Products IPR (as defined below).
- (D) The parties have agreed to enter into this Agreement in order to implement the provisions of the Sale Agreement.

AGREED TERMS

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Affiliate" shall mean any company which at the relevant time is a subsidiary or holding company of Holdings, AUK or ATL and every other company which at the relevant time is a subsidiary of any holding company of Holdings, AUK or ATL ("subsidiary" and "holding company" being as defined in Section 736 Companies Act 1985 (as amended))

"Assigned Products IPR" shall have the meaning given to it in the Sale Agreement.

2. ASSIGNMENT OF PATENTS

In consideration of £1 (receipt of which AUK acknowledges) AUK hereby assigns to the Transferee with full title guarantee the full and exclusive benefit of the Patents and all and any rights in the Patents including:

- 2.1 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any of the Patents whether committed before or after the date of this Agreement;
- 2.2 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents for the full term of such patents; and
- 2.3 the right to apply for, prosecute and obtain patent protection in the UK and all other countries in the world for an invention embodied by any of the applications comprised in the Patents including the right to claim priority from such applications.

3. ASSIGNMENT OF TRADE MARKS

- 3.1 In consideration of £1 (receipt of which ATL acknowledges) ATL hereby assigns to the Transferee with full title guarantee the Trade Marks and all and any rights in and to the Trade Marks including the benefit of any applications for registration with the intention that, when the applications are granted, the registrations shall vest in the Transferee together with any common law rights and all the goodwill attaching to the Trade Marks.
- 3.2 The assignment in clause 3.1 shall include the right for the Transferee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of ATL in the Trade Marks).
- 3.3 ATL agrees and undertakes to provide the Transferee (at its request) with all such assistance with any proceedings which may be brought by or against the Transferee against or by any third party in relation to the Trade Marks.

4. ASSIGNMENT OF ASSIGNED PRODUCTS IPR

In consideration of £1 (receipt of which ATL acknowledges) ATL hereby assigns to the Transferee with full title guarantee the Assigned Products IPR.

5. FURTHER ASSURANCE

At the Transferee's reasonable request, AUK and/or ATL will (as the case may be) (at their own cost) execute promptly all other documents instruments and applications and do all such acts and things as may be necessary to complete the transfer and assignment of the Patents and/or Trademarks and/or the Assigned Products IPR to the Transferee and to perfect the Transferee's title to any and all of the Patents, Trademarks and Assigned Products IPR.

6. **WARRANTIES AND LIMITATIONS**

Neither AUK nor ATL provides any warranty or makes any representation regarding the Patents and/or the Trade Marks and/or the Assigned Products IPR except for the covenants implied by the term "full title guarantee" and those warranties contained in the Sale Agreement. Any other warranties or representations which may be implied by law are excluded to the fullest extent permitted by law. The parties agree that the rights and remedies of the Transferee in respect of any breach of any covenant implied by the term "full title guarantee" and/or breach of any warranties contained in the Sale Agreement shall lie exclusively under the Sale Agreement.

7. **WAIVER OF MORAL RIGHTS**

ATL on behalf of itself and its Affiliates waives absolutely any moral rights it (or they) may have in the Assigned Products IPR by virtue of Chapter 4 of the Copyright Design and Patents Act 1988 and, so far as possible, any broadly equivalent rights such authors may have in any territory of the world.

8. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

9. **EFFECTIVE DATE**

Upon execution of this Agreement by the duly authorised representatives of the parties this Agreement shall be deemed to be effective on the date and year first before written.

IN WITNESS this document has been executed as a deed the day and year first before written

EXECUTED by
ALSTOM Technology Ltd
acting at: March 31, 2006
G. Bolis
Giacomo F. Bolis
Vice President

)
)
by: *Gerd Albiez*
Gerd Albiez
Head Finance and Controlling

EXECUTED by
ALSTOM UK
acting by ALAN CUSOWYN-DAVIES

Alan Cusowyn-Davies

EXECUTED by *David Wemandace*
CITECH Limited
acting by

David Wemandace

Schedule 1 Part A ("the Patents")

File No	Country	Filing Date	Filing No	Grant date	Grant no	Expiry	Applicant
61494	Australia	8/6/99	42729/99	31/10/02	749651	08/6/19	AUKL
61494	Brazil	8/12/00	9911091.1			08/12/20	AUKL
61494	China	8/6/99	99809455.2	08/12/04	ZL 99809455.2	8/6/19	AUKL
61494	European Procedure	8/6/99	9995530.3	19/2/03	1088194	8/6/19	AUKL
61494	Austria	"	"	"	AT E 232 959 T1	8/6/19	AUKL
61494	Belgium	"	"	"	1088194	8/6/19	AUKL
61494	Germany	"	"	"	DE 699 05 465	8/6/19	AUKL
61494	Denmark	"	"	"	1088194	8/6/19	AUKL
61494	Spain	"	"	"	ES 2189513 T3	8/6/19	AUKL
61494	Finland	"	"	"	1088194	8/6/19	AUKL
61494	France	"	"	"	1088194	8/6/19	AUKL
61494	GB	"	"	"	1088194	8/6/19	AUKL
61494	Ireland	"	"	"	1088194	8/6/19	AUKL
61494	Italy	"	"	"	609000/BE/2003	8/6/19	AUKL
61494	Netherlands	"	"	"	1088194	8/6/19	AUKL
61494	Portugal	"	"	"	1088194	8/6/19	AUKL
61494	Sweden	"	"	"	1088194	8/6/19	AUKL
61494	India	8/6/99	2000,00740/MUM			8/6/19	AUKL
61494	Korea, Republic of	8/6/99	7013966/2000			08/6/13	AUKL
61494	Norway	8/6/99	20006222			8/6/19	AUKL
61494	USA	8/2/00	09/485373	16/10/01	6302191	08/6/19	AUKL

Part B ("the Trade Marks")

File Number	Trademark	Cost Center	Legal owner	Registered owner	Country	Filing type	Filing date	Filing number	First Reg date	First Reg #/Event	Next renewal	Class
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	AUSTRALIA	National filing	20/OCT/2004	1026114	20/OCT/2004	1026114 Registration	20/OCT/2014	07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	AUSTRALIA	National filing	20/OCT/2004	1026114	20/OCT/2004	1026114 Registration	20/OCT/2014	11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	BRAZIL	National filing	22/OCT/2004	827014210				07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	BRAZIL	National filing	22/OCT/2004	827014201				11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	EUROPEAN UNION	Community Trademark	19/OCT/2004	004075677	22/NOV/2005	004075677 Registration	31/OCT/2014	07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	EUROPEAN UNION	Community Trademark	19/OCT/2004	004075677	22/NOV/2005	004075677 Registration	31/OCT/2014	11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	FRANCE	National filing	07/MAY/2004	04 3290500	07/MAY/2004	04 3290500 Registration	31/MAY/2014	07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	FRANCE	National filing	07/MAY/2004	04 3290500	07/MAY/2004	04 3290500 Registration	31/MAY/2014	11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	JAPAN	National filing	27/OCT/2004	2004-098325				07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	JAPAN	National filing	27/OCT/2004	2004-098325				11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	SOUTH KOREA / REPUBLIC OF KOREA	National filing	03/NOV/2004	40-2004- 49793				07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	SOUTH KOREA / REPUBLIC OF KOREA	National filing	03/NOV/2004	40-2004- 49793				11
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	UNITED STATES OF AMERICA	National filing	20/OCT/2004	78/502,639				07
AP000150	CIBAS	GB - PWAESHG/3889 (Alstom Power Ltd)	CH - ALSTOM Technology Ltd	CH - ALSTOM Technology Ltd	UNITED STATES OF AMERICA	National filing	20/OCT/2004	78/502,639				11