

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Technologies Corporation		05/17/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pratt & Whitney Power Systems, Inc.		
<b>Street Address:</b>	400 Main Street		
<b>City:</b>	East Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06108		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2718149	SWIFTPAC	
<b>Registration Number:</b>	3106416	MOBILEPAC	
<b>Registration Number:</b>	3241332	EVERYWHERE YOU TURN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2038650297		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	203-777-6628		
<b>Email:</b>	docket@bachlap.com		
<b>Correspondent Name:</b>	Andrew D. Gathy		
<b>Address Line 1:</b>	900 Chapel Street		
<b>Address Line 2:</b>	Suite 1201		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510		
<b>ATTORNEY DOCKET NUMBER:</b>	PWS-ASSIGN		
<b>NAME OF SUBMITTER:</b>	Andrew D. Gathy		
<b>SIGNATURE:</b>	/Andrew D. Gathy/		
<b>DATE SIGNED:</b>	03/31/2014		
<b>Total Attachments: 7</b>			
source=UTC-PS Technology Transfer Agreement#page1.tif			

CH \$90.00 2718149

source=UTC-PS Technology Transfer Agreement#page2.tif  
source=UTC-PS Technology Transfer Agreement#page3.tif  
source=UTC-PS Technology Transfer Agreement#page4.tif  
source=UTC-PS Technology Transfer Agreement#page5.tif  
source=UTC-PS Technology Transfer Agreement#page6.tif  
source=UTC-PS Technology Transfer Agreement#page7.tif

## TECHNOLOGY TRANSFER AGREEMENT

This Technology Transfer Agreement (the "Agreement") is made this 17th day of May, 2013 by and between United Technologies Corporation, a corporation organized and existing under the laws of the State of Delaware ("UTC"), and Pratt & Whitney Power Systems, Inc., a corporation organized and existing under the laws of the State of Delaware ("Power Systems" or "PS"), sometimes each individually referred to as a Party or together as the Parties.

### RECITALS

**WHEREAS**, UTC and Mitsubishi Heavy Industries, Ltd. and certain of its affiliates have executed that certain Stock Purchase Agreement dated December 11, 2012 (the "Purchase Agreement") pursuant to which Mitsubishi Heavy Industries, Ltd. and its affiliates (collectively, the "Purchasers") have agreed to purchase from UTC, and UTC has agreed to sell to the Purchasers, the Peak Business (as defined in the Purchase Agreement) (the "Transaction");

**WHEREAS**, in connection with, and as a material condition to, the Transaction, the Parties agreed to enter into a Technology Transfer and License Agreement (the "License Agreement") and this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

#### I. DEFINITIONS

Unless specifically defined in this Agreement, capitalized terms will have the same meanings provided in the Technology License and Assignment Agreement.

#### II. ASSIGNMENT

Subject to the terms and conditions of the Purchase Agreement, UTC hereby assigns, transfers and conveys unto PS its entire right, title and interest in and to the Intellectual Property described on Exhibit A attached hereto (the "Assigned Intellectual Property").

#### III. REGISTRATIONS

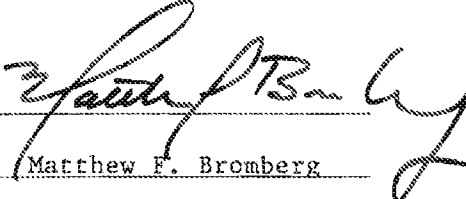
UTC agrees to reasonably assist PS, at PS's expense, in every proper way to secure PS's rights in the Assigned Intellectual Property in any and all countries to which they pertain, including the execution of all applications, specifications, oaths, assignments and all other instruments which are reasonably necessary in order to apply for and obtain such rights and in order to assign and convey to PS the Assigned Intellectual Property.

**IV. GOVERNING LAW**

This Agreement will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, each Party has caused this Technology Transfer Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

**UNITED TECHNOLOGIES CORPORATION**

By:   
Name: Matthew F. Bromberg  
Title: Vice President, Corporate Strategy & Development

**PRATT & WHITNEY POWER SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Party has caused this Technology Transfer Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

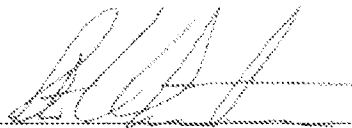
**UNITED TECHNOLOGIES CORPORATION**

By: .....

Name: .....

Title: .....

**PRATT & WHITNEY POWER SYSTEMS, INC.**

By:  .....

Name: Peter C. Christman  
.....  
President  
.....

Title: .....

EXHIBIT A

1. Registered Patents

Patent/Publication No.	Foreign Country Filings	Title
1. US20110314823		Combustor Liner Cap with Extended Premix Tube
2. US20090208339	None	BLADE ROOT STRESS RELIEF
3. US8291711	EP2148140(A2)	FLOW SLEEVE IMPINGEMENT COOLING BAFFLES
4. US8166764	EP2148139(A2)	FLOW SLEEVE IMPINGEMENT COOLING USING A PLENUM RING
5. US8215117		Staging for Rich Catalytic Combustion
6. US20100199677	EP2216510(A2)	Transition Duct Assemblies and Gas Turbine Engine Systems Involving Such Assemblies
7. US8051662		Transition duct assemblies and gas turbine engine systems involving such assemblies
8. US20100000200(A1)		IMPINGEMENT COOLING DEVICE
9. US8245514		COMBUSTION LINER FOR A GAS TURBINE ENGINE

Patent/Publication No.	Foreign Country Filings	Title
10. US 2010003123	EP2141335A1	An inlet air heating system for a gas turbine engine
11. US2010000200	EP2141329A2	Impingement cooling device
12. US8245514		COMBUSTION LINER FOR A GAS TURBINE ENGINE INCLUDING HEAT TRANSFER COLUMNS TO INCREASE COOLING OF A HULA SEAL AT THE TRANSITION DUCT REGION
13. US8091370	EP2131110A2	Combustor liner cap assembly
14. US2010089065	EP2177835A2	Fuel delivery system for a turbine engine
15. us8051663	EP2058475(A2)	Gas Turbine Engine Systems Involving Cooling of Combustion Section Liners
16. us8051662		Gas Turbine Engine Systems Involving Cooling of Combustion Section Liners
17. US8307656	None	Gas Turbine Engine Systems Involving Cooling of Combustion Section Liners
18. US20060064987A1		Rich catalytic injection



2. Registered Trademarks

Mark	Class(es)	Country	Status	Serial No.	Reg No.
EVERYWHERE YOU TURN	7,12,37	United States of America	Registered	7861160 3	3241332
FT8	I007	United States of America	Registered	78781872	1589718
FT8 Logo	I007	France	Registered	108987	1513502
FT8 Logo	I007 I007	China	Registered	8901526	507452
FT8 Logo	N038 N038	Republic of Korea	Registered	2766019 88	187205
SWIFTPAC	7,11	United States of America	Registered	7808313 1	2718149
MOBILEPAC	7,11	United States of America	Registered	7862176 0	3106416
FT4000	013, 019, 021 023, 031, 034, 035	United States of America	Pending	8540086 9	

3. All unregistered Intellectual Property of United Technologies Corporation, Pratt & Whitney Division used exclusively by the Peak Business Entities but owned by Seller and its Affiliates (other than the Peak Business Entities).