

FORM PTO-1599

06-04-1998

U.S. DEPARTMENT OF COMMERCE
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Attorney Docket No. 6083-701

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel Partridge

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: 4/18/98

2. Name and address of receiving party(ies):

Name: Energyline Systems, L.P.

Address: 1947 Center Street
Berkeley, CA 94704Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 08/978,966

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/978,966

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark A Haynes

Address: 650 Page Mill Road

Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: _____

Total fee (37 CFR 3.41):\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

23-2415 (Attorney Docket No. 6083-701)

(Attach duplicate copy of this page if paying by deposit account)

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06 FEB 1998 40.00 CH

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven J. Benerofe, Reg. No. P-41,613

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

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PATENT

REEL: 9203 FRAME: 0913

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

William Christian Tracy Nelson
32219 N.E. Big Rock Road
Duvall, WA 98019

Daniel Partridge
1250 Navellier
El Cerrito, CA 94530

and

and

Donald S. Berkowitz
19611 NE Redmond Road
Redmond, WA 98053

Witold Bik
520 Norwell Street
El Cerrito, CA 94530

and

and

Ed Brasher
2666 Tamalpais Drive
Pinole, CA 94564

Barry Tangney
13135 Neptune Drive
San Leandro, CA 94577

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD FOR AUTOMATED RECONFIGURATION OF A DISTRIBUTION SYSTEM USING
DISTRIBUTED CONTROL LOGIC AND COMMUNICATION**

and have filed an application for a United States patent disclosing and identifying the above invention on 26 November 1997 as Application No. 08/978,966 (hereinafter termed "application"); and

WHEREAS, Energyline Systems, L.P., a corporation of the State of Delaware, having a place of business at 1947 Center Street, Berkeley, CA 94704, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to ^{reasonably} cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed

in the United States and foreign countries. Such cooperation by said Inventors ^{may} ~~shall~~ include ~~prompt~~ production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, ^{reasonably} specifications, declarations or other papers, and other assistance all to the extent deemed ~~necessary or~~ ^{desirable} by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee, ^{at Inventors' standard rate. Inventor shall not be required to perform acts that significantly interfere with normal work and home activities.}

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of _____)
County of _____)

~~William Christian Tracy Nelson~~
Daniel Marlow Pantalone

On _____, 1998, before me, _____,
personally appeared _____,
☐ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

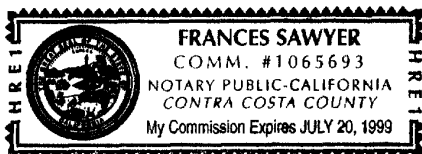
Date _____

WITNESS my hand and official seal.

(Notary Public)


Daniel Partridge

4/18/98
Date



State of California)
County of Contra Costa)

On April 18, 1998, before me, Frances Sawyer, Notary Public,
personally appeared - Daniel Partridge -,
☐ personally known to me or ☒ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.


(Notary Public)

State of _____)
County of _____)

Donald S. Berkowitz

Date

On _____, 1998, before me, _____,
personally appeared _____,
☐ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)