

04-28-2000

MRD 4.10.00



FORM PTO-1595

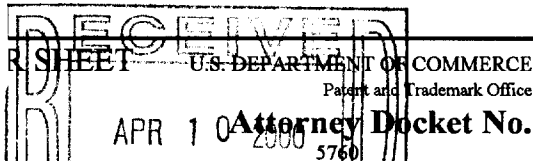
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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PATENTS ONLY



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

## 1. Name of conveying party(ies):

Trombetta Corporation

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

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

Name: Trombetta, LLCInternal Address: 13901 Main StreetMenomonee Falls, WI 53051

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☒ Change of Name☐ OtherExecution Date: December 31, 1999Street Address: 13901 Main StreetCity: Menomonee Falls State: WI ZIP: 53051Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

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

## A. Patent Application No.(s):

09/364,194

60/154,404

## B. Patent No.(s)

5,663,700

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Jason E. Pauls, Esq.Internal Address: Reinhart, Boerner, Van Deuren,Norris & Rieselbach, s.c.1000 North Water Street, Suite 2100Milwaukee, WI 53202-3186Street Address: Reinhart, Boerner, Van Deuren,  
Norris & Rieselbach, s.c.1000 North Water Street, Suite 2100City: Milwaukee State: WI ZIP: 53202-31866. Total number of applications and patents involved: [3]7. Total fee (37 CFR 3.41)..... \$120.00☒ ..... Enclosed☐ Authorized to be charged to deposit account☒ ..... Any deficiencies in  
enclosed fee should be charged to Deposit Account.

## 8. Deposit account number:

18-0882

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

04/28/2000 JSHABAZZ 00000044 09364194

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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.*Jason E. Pauls

Name of Person Signing

Signature

Date: April 4, 2000

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

MW603418:MLD

PATENT  
REEL: 010719 FRAME: 0839

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS, effective as of the 31<sup>st</sup> day of December, 1999, is between TROMBETTA CORPORATION ("Assignor"), a corporation of the State of Wisconsin in the United States, having its principal office and place of business at 13901 Main Street, Menomonee Falls, WI 53051, and TROMBETTA ACQUISITION, LLC ("Assignee"), a limited liability company of the State of Wisconsin in the United States, having its principal place of business at 13901 Main Street, Menomonee Falls, WI 53051.

### RECITALS

A. Assignor is transferring to Assignee all of Assignor's assets and liabilities which are related to Assignor's business (the "Business") pursuant to an Asset Transfer and Assumption Agreement by and among Assignor and Assignee dated as of the 31<sup>st</sup> day of December, 1999.

B. Assignor is the owner of all right, title and interest in and to certain patent rights related directly, or indirectly, to the Business as specified below.

C. Assignor desires to assign all its right, title and interest in these patent rights to Assignee and Assignee desires to accept such assignment.

### AGREEMENTS

In consideration of the recitals and mutual agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Patents and Inventions. The Assignor assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to any patents, patent applications and patentable inventions listed in Schedule A attached hereto, and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions or reissuances that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based, and in and to any other patents or patent applications related thereto.

2. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement of

any of the intellectual properties specified in Section 1 above that may have accrued prior to the execution date of this Agreement.

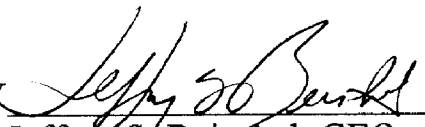
3. Acceptance. The Assignee accepts all of the foregoing assignments.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense, such assistance including (a) making available technical information and know-how relating to any patent or patent application listed in Schedule A; and (b) the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: in the preparation, prosecution and/or maintenance of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

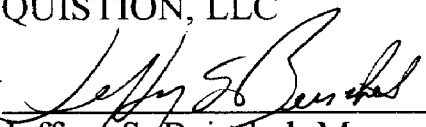
For ASSIGNOR:

TROMBETTA CORPORATION

BY   
Jeffrey S. Beischel, CEO and  
President

For ASSIGNEE:

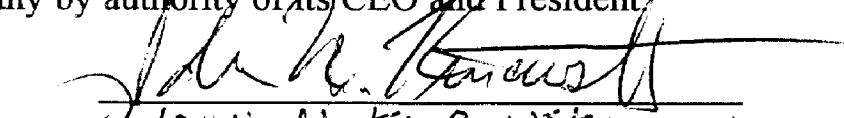
TROMBETTA  
ACQUISTION, LLC

BY   
Jeffrey S. Beischel, Manager

State of Wisconsin )  
: SS  
Milwaukee County )

On this 27<sup>th</sup> day of December, 1999, before me appeared Jeffrey S. Beischel, to me personally known, who, being by me duly sworn, did say that he is CEO and President of TROMBETTA CORPORATION, and that said instrument was signed on behalf of said company by authority of its CEO and President.

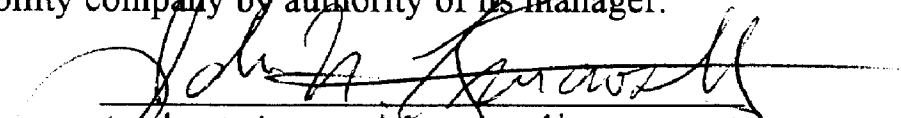
[Seal]

  
(JOHN N. KUROWSKI)  
Notary Public, State of WISCONSIN  
My commission is permanent

State of Wisconsin )  
: SS  
Milwaukee County )

On this 27<sup>th</sup> day of December, 1999, before me appeared Jeffrey S. Beischel, to me personally known, who, being by me duly sworn, did say that he is Manager of TROMBETTA ACQUISITION, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its manager.

[Seal]

  
(JOHN N. KUROWSKI)  
Notary Public, State of WISCONSIN  
My commission is permanent

## **SCHEDULE A**

(Patents and Patent Applications)

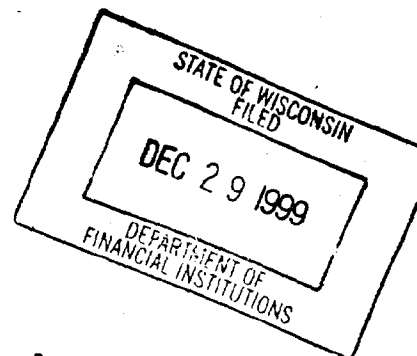
<u>Patent Registration No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S. 5,663,700	09/02/97	Sound Dampening Solenoid

<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
Serial No. 09/364,194	07/30/99	Low Voltage Direct Current Universal Pulse Width Modulation Module
Serial No. 60/154,404 (Provisional Application)	9/17/99	A Flux Regulating Control for Solenoid Cycling Control
Pending (Docket 8224.15174)	(Not yet Filed)	Load Bank AC Current Regulating Control
Pending (Docket 8244.16505)		Seamless Solenoid Plunger Wear Band and Method of Forming Same

RECEIVED

DEC 28 1999

WISCONSIN  
DFIARTICLES OF AMENDMENT  
TO THE ARTICLES OF ORGANIZATION  
OF  
TROMBETTA ACQUISITION, LLC

1. The name of the Limited Liability Company is Trombetta Acquisition, LLC.
2. The amendment adopted relates to Article I of the Articles of Organization. After amendment, said Article I shall read in its entirety as follows:

## ARTICLE I. Name of Limited Liability Company:

Trombetta, LLC

3. The foregoing Amendment to the Articles of Organization of the Company was approved by the written consent of the sole member of the Company in accordance with the Wisconsin Statutes section 183.0203 and 183.0404(2) on December 29, 1999. The effective date of the Amendment shall be the close of business on December 31, 1999.

Executed on behalf of the Company on December 29, 1999.

MANAGER:

  
Jeffrey S. Beischel

This document was drafted by John N. Kurowski.

Return to: Tanya R. Braga, Paralegal  
Reinhart, Boerner, Van Deuren,  
Norris & Rieselbach, s.c.  
1000 North Water Street, Suite 2100  
P.O. Box 514000  
Milwaukee, WI 53203-3400  
414-298-8354

MW556232TRB-KAH