

6-15-00

07-13-2000

SHEET

FORM PTO-1595

(Rev. 6-93)

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



101402590

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the : Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clint Veino, William Manning and Ronald Catanzaro

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other _____

Execution Date: June 2, 2000 and June 5, 2000

2. Name and address of receiving party(ies)

Name: American Power Conversion Corporation

Internal Address: 132 Fairgrounds Road
West Kingston, RI 02892Street Address: 132 Fairgrounds Road
West Kingston, RI 02892

Additional name(s) & addresses(es) attached? [] Yes [X] 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)

B. Patent No.(s)

29/119,029

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence
Concerning document should be mailed:Name: Thomas M. Sullivan
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41).....\$ 40.00

[X] Enclosed

[X] The Commissioner is authorized to charge the deposit
account of the undersigned.

8. Deposit Account No: 50-0311, Ref. No. 18133-033

07/11/2000 ASCOTT 00000112 29119029

DO NOT USE THIS SPACE

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40.00 DP

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.

Thomas M. Sullivan, Reg No. 39,392

6/12/00

Name of Person Signing

Signature

Date

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

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

Box ASSIGNMENT

Commissioner of Patents and Trademarks

Washington, D.C. 20231

TRADOCS:1337999.1(S_#N01!.DOC)

PATENT
REEL: 010904 FRAME: 0178

ASSIGNMENT

We, Clint Veino of Londonderry, NH, William Manning of Littleton, MA, and Ronald Catanzaro of Hope, RI, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to AMERICAN POWER CONVERSION CORPORATION, a Massachusetts corporation, with offices at 132 Fairgrounds Road, West Kingston, RI 02892, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

SURGE PROTECTOR

filed with the U.S. Patent and Trademark Office February 22, 2000 and assigned Serial No. 29/119029, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

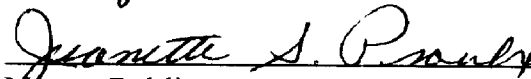
Date: 6/5/00



Clint Vemb

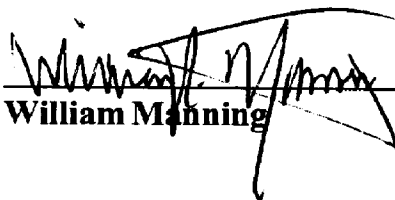
State of Massachusetts
Country of Middlesex

Subscribed and sworn to before me this 5th day of June



Notary Public
My commission expires 1/11/02

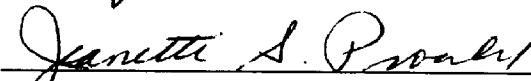
Date: 6/5/00



William Manning

State of Massachusetts
Country of Middlesex

Subscribed and sworn to before me this 5th day of June



Notary Public
My commission expires 1/11/02

Date:

Ronald Catanzaro

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

TRADOCS:1317449.1(S8JT01!.DOC)

ASSIGNMENT

We, Clint Veino of Londonderry, NH, William Manning of Littleton, MA, and Ronald Catanzaro of Hope, RI, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to AMERICAN POWER CONVERSION CORPORATION, a Massachusetts corporation, with offices at 132 Fairgrounds Road, West Kingston, RI 02892, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

SURGE PROTECTOR

filed with the U.S. Patent and Trademark Office February 22, 2000 and assigned Serial No. 29/119029, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

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We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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Date: _____
Clint Veino

State of _____
Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____

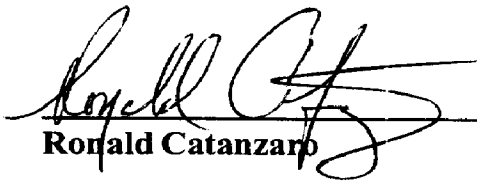
Date: _____
William Manning

State of _____
Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____

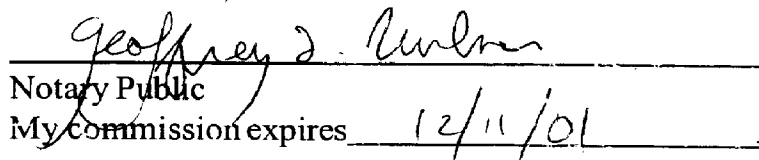
Date: 6/2/00



Ronald Catanzaro

State of Rhode Island
Country of USA

Subscribed and sworn to before me this 2nd day of JUNE, 2000.



Notary Public
My Commission expires 12/11/01

TRADOCS:1317449.1(S8JT01!.DOC)