

08-17-2000

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
PATENT

101436696

8-17-2000 RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010984 FRAME: 0766

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="5260861"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

HARRY E. WERT Harry E. Wert 08/17/2000

Name of Person Signing Signature Date

AFFIDAVIT OF HARRY E. WERT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

BEFORE ME, the undersigned notary public, personally appeared **HARRY E. WERT**, who is personally known to me or who has produced Fl. Drivers license as identification, and who, being duly sworn as of the 17 day of August, 2000 states as follows:

1. I, **HARRY E. WERT**, am over the age of eighteen (18) years and reside at 1210 Glenmore Drive, Apopka, FL. 32712, telephone (407) 884-7404, fax (407) 884-0651.

2. I am the inventor of Digital Controlled Converter and Method, which is patented under US Patent No. 5,260,861.

3. On April 29, 1992 while employed by Engineered Magnetics, Inc. Rancho Dominguez, CA, as President, Research and Development, I sold my patent interest in the Digital Controlled Converter and Method, to Engineered Magnetics, Inc. as part of the initial patent filing process with USPTO.

4. On October 18, 1993, official notification was received from USPTO of the effective patent date of November 9, 1993 on the Digital Controlled Converter and Method with the designation of U.S. Patent No. 5,260,861 for this patent.

5. In July 1994, I retired from my employment with Engineered Magnetic and formed my own consulting business under the name of Wert Enterprises.

6. On November 1, 1998, I purchased the full rights (in concept and price) from Engineered Magnetics, Inc. to the Digital Controlled Converter and Method patent (Patent No. 5,260,861) via an Assignment Agreement which was fully executed by both parties on November 5, 1998. A true and correct copy of the Assignment Agreement is attached to this affidavit.

7. Due to a heavy workload and many pending projects in my consulting business at that time, the assignment package was put to the side and was ultimately inadvertently filed away among paperwork dealing with potential licensing prospects. As such, notification and recordation of the Assignment was not made to USPTO at the time (1998) the Assignment took place.

8. Recently, while purging files, I came across the 1998 Assignment Agreement and realized that USPTO had never been notified of the Assignment of Patent No. 5,260,861 to me. As such, I realized that the change in ownership of the subject patent (to me) had never been officially logged in and/or recorded in the USPTO Office.

9. Under the Assignment Agreement, I am obligated to pay all fees, after the assignment, including future maintenance fees on the patent. The maintenance window for this patent (Patent No. 5,260,861) opens November 1, 2000. I have confirmed with USPTO, all previous maintenance fees have been paid.

10. At all times since November 5, 1998, I have been the sole owner of Patent No. 5,260,861.

11. There is no person or entity that has an interest in Patent No. 5,260,861 other than me.

12. I am providing herewith, a completed Form PTO-1619A (Recordation Form Cover Sheet) in order to properly effect the recording of the above-mentioned and attached Assignment Agreement dated November 5, 1998.

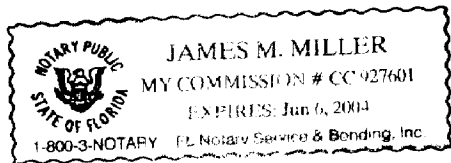
FURTHER AFFIANT SAYETH NAUGHT

Harry E. Wert

HARRY E. WERT

James M. Miller

Notary Public, State of Florida
My Comm. Expires: June 6, 2004



ASSIGNMENT AGREEMENT

This Assignment Agreement (herein this Agreement) is effective as of November 1, 1998, between Engineered Magnetics, Inc. (herein Assignor), a California corporation, having its principal place of business at 19300 Susana Road, Rancho Dominguez, California 92821 and Harry E. Wert (herein Assignee), an individual having his principal place of business at 1210 Glenmore Drive, Apopka, FL 32712-2092.

I RECITALS

1.01 Assignor is the owner of the entire right, title and interest in U. S. Patent Nos. 5,260,861 (herein Patent), and has not licensed or otherwise transferred any interest in this Patent to any other party.

1.02 Assignee desires to acquire the entire right, title and interest in the Patent.

II ASSIGNMENT AND LICENSE

2.01 Upon payment to Assignor of One Thousand One Hundred and Twenty Five United States Dollars (\$1,125), and subject to the terms and conditions of this Agreement, Assignor hereby sells, assigns and otherwise transfers the entire right, title and interest in the Patent to Assignee and Assignee hereby grants to Assignor a paid-up, irrevocable, world wide, non-exclusive license under the Patent to make, have made, use and sell products coming within the scope of the Patent.

2.02 Assignee recognizes that he will now be obligated to pay any maintenance fees in connection with the Patent and enforce the Patent as he so desires and to record this Assignment Agreement with the United States Patent & Trademark Office.

III TERM, TERMINATION AND COMMUNICATIONS

3.01 The term of this Agreement shall continue until the expiration of the Patent.

3.02 All notices and other communications required under this Agreement shall be sent by certified or registered mail to a party at its address specified below, or as changed by notice:

ASSIGNOR

Engineered Magnetics, Inc.
19300 Susana Road
Rancho Dominguez, California 90221

ASSIGNEE

Harry E. Wert
1210 Glenmore Drive
Apopka, FL 32712-2092

Delivery shall be deemed to be made on the third day after depositing in the mail, postage prepaid.

IV WARRANTY

4.01 Assignor represents that it has the right and power to enter into this Agreement, that it has the right to assign the Patent set forth in this Agreement, and that it has not entered into any agreements or licenses inconsistent with the rights granted Assignee in this Agreement. THE PRECEDING SENTENCE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Assignor shall in no event be liable for consequential or punitive damages.

4.02 Nothing contained in this Agreement shall be construed as:

(i) a warranty or representation by Assignor as to the validity or scope of any patent; or

(ii) a warranty or representation by Assignor that anything made, used, sold or otherwise disposed of under this Agreement is or shall be free from infringement of any patents of third parties; or

(iii) a requirement that Assignor shall file any patent application, secure any patent, or maintain any patent in force; or

(iv) conferring a right on Assignee to use in advertising, publicity or otherwise any trademark or tradename of Assignor.

4.03 Assignor assumes no responsibilities whatever with respect to the use, sale or other disposition by Assignee, or its vendees, or other transferees of the products made or distributed by Assignee.

V ASSIGNMENT OF AGREEMENT

5.01 Either party may assign all or any of its rights and/or delegate any of its duties under this Agreement without any notice of such assignment and/or delegation.

VI MISCELLANEOUS

6.01 The headings to the Articles of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

6.02 Unless otherwise expressly provided in this Agreement, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies at law or in equity, and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

6.03 No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision thereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth herein or in writing signed by the parties to be bound thereby. No waiver of any right or remedy with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

6.04 This Agreement supersedes all other agreements, oral or written, heretofore made between the parties with respect to the subject hereof and the transactions contemplated hereby and contains the entire agreement of the parties.

6.05 All questions concerning the interpretation, validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of California. If there is a conflict between any provision herein and any present or future statute or law whereby the either or both parties have no legal right to contract, such affect provision shall be curtailed and limited only to the extend necessary to bring it within the requirements of the law, and other provisions of this Agreement shall not be affected.

6.06 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

6.07 Unless otherwise expressly provided in this Agreement, the rights and remedies hereunder are in addition to, and not in limitation of, other right and remedies at law or in equity, and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

6.08 Nothing contained in this Agreement shall be construed to constitute an agency relationship between the parties, and each party is an independent contractor. No party has the right to do any act or make any representation for or on behalf of any other party.

6.09 This Agreement has been executed in two (2) counterparts, each of which shall be deemed to be an original copy.

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the signature of Assignor's duly authorized representative and Assignee as an individual.

ENGINEERED MAGNETICS, INC.

By 

Title VICE PRESIDENT

Date NOVEMBER 5, 1998

HARRY E. WERT

By 

Date NOVEMBER 5, 1998