

MRD 8/7/00

09-11-2000



PATENT

IN THE UNITED ST.

101453178

.K OFFICE

In re U.S. Patent of

David Madura
Daryl Bever
Dennis Lieurance

U.S. Patent No. Des. 425,018

Issued: May 16, 2000

For: **PORTABLE AC POWER SOURCE**

Date: August 1, 2000

ASSIGNMENT COVER LETTER

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

1. Name of conveying party: Execution Date:

POWERON INC.
7710 Balboa Avenue 224D
San Diego, California, 92111
June 27, 2000
2. Name and address of receiving party:

STATPOWER TECHNOLOGIES PARTNERSHIP
Suite #3, Stanford House
The Garrison,
St. Michael, Barbados
3. Nature of conveyance:
[X] Assignment
[] Security Agreement
[] Merger
[] Change of Name
[] Other: _____
4. [X] Patent No. Des. 425,018 (which issued on application
No. 29/107,796, filed July 14, 1999)
[] This _____ is being filed concurrently with a new
application. The execution date of the application is
_____, 2000.

09/08/2000 NTHA11 00000179 29107796

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5. Please direct all correspondence concerning this document to Paul S. Angello, at the following address:

Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268

6. Total number patents or applications involved: 1.

7. Total fee: \$40.00.

☒ A check for \$40.00 in payment of the assignment recording fee is enclosed.

☐ The \$40.00 fee for recording this assignment is included in the \$_____ check submitted in payment of the total fee.

8. ☐ Please charge our Deposit Account No. 19-4455 in the amount of \$_____.

☒ The Commissioner is hereby authorized to charge any additional fees which may be required in connection with filing of these papers, or credit overpayment, to Account No. 19-4455.

9. The information contained on this transmittal letter is true and correct to the best of the knowledge and belief of the person signing below, and any attached copy is a true copy of an original document.

Respectfully submitted,

STATPOWER TECHNOLOGIES PARTNERSHIP

By Paul S. Angello
Paul S. Angello
Registration No. 30,991

Number of pages comprising the conveyance, cover letter, and any attachments: 6.

STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (503) 224-3380
Facsimile: (503) 220-2480
Attorney Docket No. 15367/3

ASSIGNMENT AGREEMENT NO. 1

THIS ASSIGNMENT is made as of the 27th day of June, 2000.

BETWEEN:

POWERON INC., a California corporation having an office at
7710 Balboa Avenue 224D, San Diego, California, 92111

(the "Assignor")

AND:

STATPOWER TECHNOLOGIES PARTNERSHIP, a
partnership with an office at Suite #3, Stafford House, The
Garrison, St. Michael, Barbados

(the "Assignee")

WHEREAS:

(A) The Assignor is the registered owner of the Intellectual Property described in Schedule A (the "Intellectual Property") and the owner of all common law rights therein;

(B) The Assignor wishes to assign the Intellectual Property and all common law rights in the Intellectual Property to the Assignee on terms and conditions herein set forth;

THIS AGREEMENT WITNESSES that in consideration of the sum of \$1.00 now paid by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Assignment of Intellectual Property

1. Based and relying on the warranties and representations of the Assignor set forth in §2, the Assignee hereby agrees to purchase, and the Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, full right, title and interest in and to the Intellectual Property including all common law rights therein and all associated registrations therefor together with the benefit of all use of the Intellectual Property, the right to bring suits for past, present or future infringements related to the Intellectual Property, all goodwill relating to the Intellectual Property, and all right, title and interest in and to any renewals or re-registrations thereof, to have and to hold unto the Assignee absolutely and forever.

Representations and Warranties

2. The Assignor represents and warrants to the Assignee that:

(a) all the Intellectual Property is valid and subsisting and held by the Assignor with good and marketable title and is in good standing free and clear of all security interests;

claims, liens, objections and infringements of every nature and kind and all registrations therefor have been kept renewed and are in full force and effect;

(b) to the best of its knowledge, there has been no infringement of the Intellectual Property; and

(c) the Assignor is not aware of any threatened claims, actions or oppositions against the Intellectual Property.

Survival of Representations and Warranties

3. The representations and warranties of the Assignor will survive the execution of this Agreement.

Further Assurances

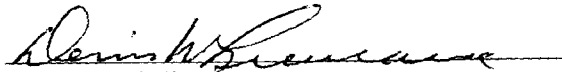
4. The Assignor will execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Intellectual Property, and all registrations therefor, in the Assignee, its successors and assigns and to communicate to the Assignee all known facts respecting the Intellectual Property and any registrations therefor. All such documents, instruments and other papers and registrations will be prepared, filed and administered at the Assignee's expense. The Assignee will execute and deliver all such documents, instruments and other papers.

Counterparts

5. This Assignment may be executed in one or more counterparts, and each such counterpart will be considered to be a part of one and the same document.

IN WITNESS WHEREOF the parties have executed and delivered this Assignment effective as of the date set out above.

POWERON INC.


Authorized Signatory

STATPOWER TECHNOLOGIES PARTNERSHIP
By its Managing Partner **STATPOWER INTERNATIONAL SRL**

Authorized Signatory

claims, liens, objections and infringements of every nature and kind and all registrations therefor have been kept renewed and are in full force and effect;

(b) to the best of its knowledge, there has been no infringement of the Intellectual Property; and

(c) the Assignor is not aware of any threatened claims, actions or oppositions against the Intellectual Property.

Survival of Representations and Warranties

3. The representations and warranties of the Assignor will survive the execution of this Agreement.

Further Assurances

4. The Assignor will execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Intellectual Property, and all registrations therefor, in the Assignee, its successors and assigns and to communicate to the Assignee all known facts respecting the Intellectual Property and any registrations therefor. All such documents, instruments and other papers and registrations will be prepared, filed and administered at the Assignee's expense. The Assignee will execute and deliver all such documents, instruments and other papers.

Counterparts

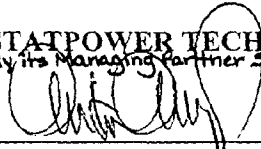
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POWERON INC.

Authorized Signatory

STATPOWER TECHNOLOGIES PARTNERSHIP
By its Managing Partner **STATPOWER INTERNATIONAL SRL**



Authorized Signatory

SCHEDULE A

INTELLECTUAL PROPERTY

U.S. Design Patent No. DES 425,018, issued from application no. 29/107,796
AC500 Bill of Materials complete with vendor part number, manufacture description and supplier contact information
3D CAD ProEngineer Data Files for upper housing, lower housing and housing lid (excluding dimensions and plastic specifications)
Dorchase Mold Drawing for upper housing, lower housing and housing lid (excluding dimensions and text information)
Inverter Specification
Handle Mechanical Drawing
Support Tube Mechanical Drawing
Basic instructions for assembling the AC500 Product
AC500 Artwork for all labels and silk screens
AC500 Box Artwork
AC500 Product owners/product manual specification and artwork
AC500 Product warranty card specifications and artwork
List of all AC500 Product customers, prospects and key contacts
Artwork for brochures and sales literature on the AC500 Product

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