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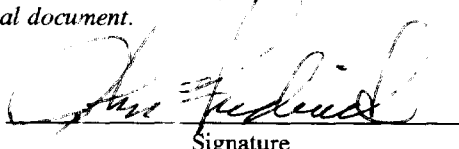


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COVER SHEET
BY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): L&I Research, Inc. Donald F. Partridge</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Powell Power Electronics, Inc.</u></p> <p>Address: <u>5669 Gibraltar Drive</u> <u>Pleasanton, CA 94588</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/10/97</u></p>	<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.:</p> <p>B. Patent No(s): <u>6,104,106</u> Title: <u>SOLID STATE CIRCUIT BREAKER</u> Issued Date: <u>August 15, 2000</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>6104106</u></p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Warren S. Wolfeld</u></p> <p>Address: <u>Fliesler, Dubb, Meyer & Lovejoy</u> <u>Four Embarcadero Center, Suite 400</u> <u>San Francisco, CA 94111</u></p> <p>Telephone: <u>(415) 362-3800</u></p>	<p>6. Total Number of applications and patents involved: <u>1</u> X \$40.00 each</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Check Enclosed</p> <p>8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. Copy. (A duplicate copy of this authorization is <u>not</u> enclosed.)</p>
<p>9. Statement and signature. <i>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.</i></p> <p><u>John Frederick</u>  <u>11-1-00</u></p> <p>Signature Date</p> <p>10. Total number of pages to be recorded <u>4</u> (1-page cover sheet and <u>3</u>-page document).</p>	

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Attorney Docket No.: LNIR-01010US6 WSW
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SENT BY WSM 10:00AM TFS PLEASANTON, CA 11:13 ;

WSMHOUSTON

510 25 SERQB:R 6
DEC 08 '97 10:16AM**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property ("Assignment") is made and entered into this 10 day of DECEMBER, 1997 by and among L&I Research, Inc., a California corporation, whose principal place of business is 115 Westridge Drive, Watsonville, California 95076 ("L&I"), Donald S. Partridge, residing at 26758 Adams Road, Los Gatos, California 95030 ("Partridge") (collectively referred to herein as "Assignors"), and Powell Power Electronics Company, Inc., a Delaware corporation whose principal place of business is 3669 Gibraltar, Pleasanton, California 94588 ("Assignee").

WHEREAS, Assignors have agreed (subject to and upon a final determination by arbitration, agreement, adjudication, or written acknowledgement of Hydro-Québec that the Patent License Agreement of November 17, 1994 between L&I, Partridge and Hydro-Québec has been terminated) to convey and assign to Assignee all of Assignors' respective rights, title and interest in and to any Intellectual Property (as hereinafter defined).

NOW THEREFORE, for good and valuable consideration, including without limitation the consideration set out in the Asset Purchase Agreement of July 18, 1997 by and among Powell Electrical Manufacturing Company, Powell Industries, Inc. and L&I Research, Inc. and Donald S. Partridge, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Each of the Assignors respectively hereby transfers and assigns (subject to and upon a final determination by arbitration, agreement, adjudication, or written acknowledgement of Hydro-Québec that the Patent License Agreement of November 17, 1994 between L&I, Partridge and Hydro-Québec has been terminated) to Assignee all its right, title and interest in and to the intellectual property described in Paragraphs (a) and (b) below (collectively the "Intellectual Property"):

(a) All patents and patent applications issued and/or filed in all countries of the world that are related to the technology described in U.S. Patent Application Serial No. 08/736,268. Such patents include without limitation United States Patent Application Serial No. 08/736,268 filed October 24, 1996 and related to United States Applications Serial Nos. 08/031,553 and 08/365,983, Canadian Patent Application Serial No. 2,100,281, filed July 12, 1993 and PCT International Patent Application Serial No. PCT/US94/02698 for Australia, Japan and Europe filed March 14, 1994, as well as any continuations, continuations-in-part, divisions, substitutions, reissues, and extensions thereof and any and all patent applications based on the invention disclosed in said patent applications that may be filed in any country and any patent that may issue as a result thereof; and

(b) All processes, compositions of matter, or products which are related to or based on the invention disclosed in the Patents or all inventions, formulas, ideas, manufacturing processes, intermediates, prototypes, uses, methods of use, techniques, know-how, data,

(C)

computer programs, and information including without limitation any and all copyrights, trade secret rights, trademarks, and other rights related to the technology described above.

3. Improvements. Assignors hereby assign, convey and transfer and agree to assign convey, and transfer to Assignee, its successors and assigns, without any requirement of further consideration, their entire right, title, and interest in and to any improvements, modifications, or enhancements to any portion of the Intellectual Property.

4. Assignors' Warranty. Assignors hereby represent and covenant that they are the exclusive owners of the Intellectual Property and that no assignment, agreement, or encumbrances have been and/or will be made or entered into which would conflict with this Assignment.

5. Further Assurances. Assignors' further covenant and agree that, at the request of Assignee and without further consideration, Assignors will promptly provide Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and accessible to Assignors. Furthermore, Assignors will testify as to the foregoing matters in any litigation or proceeding related to the Intellectual Property and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to assign, apply for, obtain, maintain, issue, secure, record the title to, and enforce any proprietary rights in the Intellectual Property, including but not limited to patent applications, trademark applications and copyright registrations thereon to carry out the purposes of this Assignment.

6. Protection of Property. Assignors further assign to Assignee all of their right, title, and interest in and to all claims by reason of infringement or misappropriation of the Intellectual Property, including the right to institute proceedings in any court of competent jurisdiction and to recover damages and costs as well as any other form of compensation and to obtain injunctive relief in respect to any such infringement or misappropriation committed prior to the date hereof. Assignee shall have full and exclusive authority forthwith to bring or defend and maintain and settle any and all suits or controversies which may arise with respect to the Intellectual Property.

7. Use and Enjoyment of Assignee. The Intellectual Property is to be held and enjoyed by the Assignee for its own use and enjoyment and for and enjoyment of its successors, assigns or other legal representative as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made.

8. Registration of the Property. If Assignee applies for United States or foreign patent applications, trademark applications or copyright registrations of any of the Intellectual Property which falls within the provisions of this Assignment, any such application or registration shall be the property of the Assignee.

9. Severability. If any of the provisions of this Assignment are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Assignment, but rather the entire Assignment will be construed as if not containing the particular invalid or unenforceable provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The parties hereto acknowledge that if any provision of this Assignment is determined to be invalid or

unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

10. Entire Agreement. This Assignment represents the parties entire agreement with respect to the subject matter hereof and supercedes and replaces any prior agreement or understanding with respect thereto. This Assignment may not be amended or supplemented except pursuant to a written instrument signed by the parties against whom such amendment or supplement is to be enforced.

11. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas as applicable and will to the maximum extent practicable be deemed to call for performance in Harris County, Texas. Any court action related to this Assignment will be instituted and prosecuted in the federal and state courts of Harris County, Texas. Assignors specifically consent to the jurisdiction of such courts and extraterritorial service of process.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first set forth above.

L&I RESEARCH, INC.

By: Donald F Partridge
Name: Donald F Partridge
Title: President

DONALD S. PARTRIDGE

By: Donald S Partridge
Donald S. Partridge
F.

POWELL POWER ELECTRONICS COMPANY, INC.

By: John E Frederick
Name: JOHN E. FREDERICK
Title: PRESIDENT

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