

02-01-2001



1-25-01

101604138

ney Docket No. 47778-00008USPT

3FORM PTO-1595
(Rev. 6-93) Patent and Trademark Office
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

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):

Ericsson Inc.

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

3. Nature of conveyance: _____

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

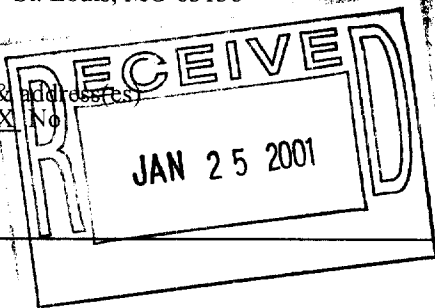
Execution Date: April 3, 2000

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

Emerson Electric Co.

Street Address: 8000 West Florissant Ave.
St. Louis, MO 63136

Additional name(s) & address(es)
attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 60/34873

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)

6,034,873Additional numbers attached? ☐ Yes ☒ No

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

RAYMOND VAN DYKE
Jenkins & Gilchrist, P.C.
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):....

\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0447

DO NOT USE THIS SPACE

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.

RAYMOND VAN DYKE, Reg. No. 34,746
Name of Person Signing

Signature

January 23, 2001
Date

Total number of pages including cover sheet, attachments, and document: 5

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

Dallas2 749296 v 1, 47778.00008

01/31/2001 GTON11 00000188 6034873

01 FC:581

40.00 OP

PATENT
REEL: 011467 FRAME: 0808

SCHEDULE A

<u>Country</u>	<u>Patent No.</u>	<u>Application No</u>	<u>Issue Date</u>	<u>Filing Date</u>	<u>Title</u>
U.S.	5,975,114	09/088,755	11/2/1999	6/2/1998	System, Method and Apparatus for Purging Fluid
U.S.	6,034,873	09/088,981	3/7/2000	6/2/1998	System and Method For Separating Air Flows in a Cooling System
U.S.		09/088,958		6/2/1998	Cooling System and Method for Distributing Cooled Air
U.S.		09/089,333		6/2/1998	Spray Hood Protector In a Fluid-Based Cooling System

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made this 3rd day of April, 2000, by ERICSSON INC., a Delaware corporation ("**Ericsson**").

WITNESSETH:

WHEREAS, Ericsson is a co-owner of all right, title and interest in and to the patents, patent applications and inventions identified on the attached Schedule A and all corresponding patents and patent applications in all jurisdictions worldwide, and divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof and any patent issuing thereon (the "**Patents**");

WHEREAS, as of January 18, 2000, Telefonaktiebolaget LM Ericsson (Publ) entered into a General Transfer Agreement as amended (the "**GTA**") with Emerson Electric Co., a Missouri, USA corporation, having its principal place of business at St. Louis, Missouri, USA (hereinafter referred to as "**Emerson**") (capitalized terms used herein and not otherwise defined herein are used as defined in the GTA);

WHEREAS, pursuant to the GTA, Ericsson and Emerson desire to clarify the terms of assignment of, and to effect the assignment of, the Patents, and Ericsson desires to assign and transfer, and Emerson's designated Affiliate wishes to obtain, Ericsson's entire right, title and interest in and to the Patents;

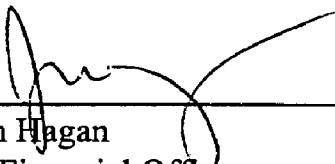
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Ericsson hereby (i) assigns, transfers, sets over and conveys all of its right, title and interest in and to the Patents and such priorities as may now or hereafter be granted by local laws or treaty, including, but not limited to the International Convention for protection of industrial property, along with any and all its rights of enforcement with respect to the Patents, including all its rights to sue and recover for the past infringement thereof, and any and all its causes of action related thereto, to Emerson Energy Systems, Inc., a Delaware corporation (the "**Emerson Assignee**"), and (ii) agrees at any time to execute and to deliver upon request of the Emerson Assignee such additional documents, if any, as are necessary or desirable to secure patent protection throughout the world, and otherwise to do whatever necessary to give the full effect to and perfect the rights of the Emerson Assignee under this Assignment, including the execution, delivery and procurement of further documents evidencing this Assignment as may be necessary or desirable.

THE FOREGOING is subject to a non-exclusive, royalty-free, grant-back license, as referred to in Section 3.8(a)(3) of the GTA, from the Emerson Assignee to Ericsson only to the extent required for Ericsson to honor its existing obligations to third party licensees.

ALL OF THE FOREGOING to be held and enjoyed by the Emerson Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Ericsson if this transfer to the Emerson Assignee had not been made. This Assignment is not intended to limit Ericsson's obligation pursuant to Section 3.8 of the GTA to assign patents and patent applications that have not been included in Schedule A.

IN WITNESS WHEREOF, Ericsson has caused this instrument of Assignment to be executed.

ERICSSON INC.

By: 
Name: Joseph Hagan
Title: Chief Financial Officer