

04-17-2001



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INATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office

To Honorable Commissioner of Patents and Trademarks:
 U.S. Patent and Trademark Office
 Office of Public Records,
 Crystal Gateway 4, Room 335,
 Washington, D.C. 20231

4.7.01

Please record the attached original document(s) or copy thereof.

1. Name of Conveying Party(ies):

Edmund O. Schweitzer III
 Mary S. Schweitzer

Additional name(s) of conveying party(ies) attached? [*]yes [x]no

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

Name : Schweitzer Engineering
 Laboratories, Inc.
 Internal Address : *

Street Address : 2350 NE Hopkins Court

City/State/Zip : Pullman, WA 99163

3. Nature of conveyance:

[*] Assignment [] Merger
 [] Security Agreement [] Change of Name
 [x] Other: Release of Security Interest

Execution Date: February 16, 2001

Additional names addresses 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)
See Schedule A of attached copy
Of Security Interest Agreement

B. Patent No.(s)
See Schedule A of attached copy of
Security Interest Agreement

Additional numbers attached? [*] Yes [x]No

499 6624

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

Clark A. Puntigam
 JENSEN & PUNTIGAM
 1020 United Airlines Bldg
 2033 Sixth Avenue
 Seattle, WA 98121-2584

6. Total number of applications and patents involved: [21]

7. Total fee (37 CFR 3.41) \$840.00

[x] Enclosed

[*] Authorized to be charged to deposit account

8. Deposit Account number: 07-1900

(Attach duplicate copy of this page if paying by deposit account)

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.

Clark A. Puntigam
 Name of Person signing

Clark A. Puntigam
 Signature

March 15, 2001
 Date

Total number of pages comprising cover sheet: [11]

Word/Assign/A4-5A

04/16/2001 TDI AZ1 00000109 4996624

01 FC:581

840.00 DP

PATENT
 REEL: 011675 FRAME: 0067

SCHEDULE A**United States Patents**

<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
4,996,624	February 26, 1991	Fault Location Method for Radial Transmission and Distribution Systems
4,998,098	March 5, 1991	Overvoltage Detector to Indicate Voltage to a Remote Monitor
5,041,737	August 20, 1991	Programmable Bus-Tie Relay Having a Plurality of Selectable Setting Groups
5,115,226	May 19, 1992	Relay for Detecting a Current Disturbance and Asserting an Output
5,140,492	August 18, 1992	Distance Relay Using a Polarizing Voltage
5,157,575	October 20, 1992	Circuit Breaker Failure Relay System for Power Transmission Line Systems
5,160,926	November 3, 1992	Display Transducer Apparatus
5,208,545	May 4, 1993	Apparatus and Method for Eliminating Phase Skew in a Multi-Channel Data Acquisition System
5,262,679	November 16, 1993	Polarizing Potential Transfer Switch Circuit for Use with Power Transmission Lines
5,317,472	May 31, 1994	Apparatus for Insuring the Security of Output Signals from Protective Relays Used in Electric Power Systems
5,325,061	June 28, 1994	Computationally Efficient Distance Relay for Power Transmission

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United States Patent Applications

<u>Application No.</u>	<u>Date Filed</u>	<u>Title</u>
936,255	August 27, 1992	Computationally-Efficient Distance Relay for Power Transmission Lines
960,763	October 14, 1992	Distance Relay with Load Encroachment Protection for Use with Power Transmission Lines
961,260	October 15, 1992	Negative Sequence Directional Element for a Relay Useful in Protecting Power Transmission Lines
962,297	October 16, 1992	Fault Identification System for Use in Protective Relays for Power Transmission Lines
045,550	April 9, 1993	Protective Relay for Power Systems Capable of Being Tested with Low-Level Voltage and Current Signals
083,454	June 28, 1993	Negative Sequence Directional Element for a Relay Useful in Protecting Power Transmission Lines (CIP)
08/098,841	July 29, 1993	System for Detecting Certain Erroneous Fault-Indicating Data in a Protective Relay for Power Systems
08/103,077	August 6, 1993	Dual Protective Relay for Power Systems
08/105,009	August 11, 1993	Motor Protection Employing Rotor and Stator Thermal Models
08/105,859	August 11, 1993	Multi-Application Relay for Power Systems

Canadian Patents

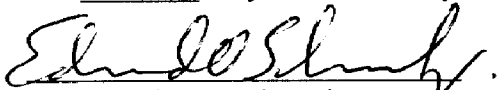
<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
2,104,195	February 28, 1994	Power Transmission Lines Multi-Zone Coverage Distance Relay

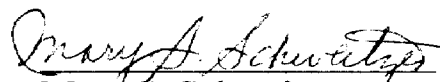
RELEASE OF SECURITY INTEREST

The undersigned, **Edmund O. Schweitzer III** and **Mary S. Schweitzer**, husband and wife ("Assignees"), are secured parties under that certain Collateral Assignment of Patents (Security Agreement) (the "Patent Security Agreement") dated as of September 1, 1994, filed by the Patent and Trademark Office at Reel 7232, Frames 166 through 173, and that certain Collateral Assignment of Trademarks (Security Agreement) (the "Trademark Security Agreement") dated as of September 1, 1994, filed by the Patent and Trademark Office at Reel 1237, Frames 401 through 407, in and by which **Schweitzer Engineering Laboratories, Inc.**, a Washington corporation, (the "Assignor") granted Assignees a security interest in the Assignor's Patents, Future Patents, Trademarks, Future Trademarks, and rights and proceeds flowing therefrom (the "Collateral").

Acknowledging that the debt thus secured has been fully satisfied, Assignees hereby **RELEASE** and terminate their Security Interest in the Collateral, specifically including but not limited to their Security Interest in the Collateral identified on Schedule A to the Patent Security Agreement and Schedule A to the Trademark Security Agreement, copies of which are attached to this Release.

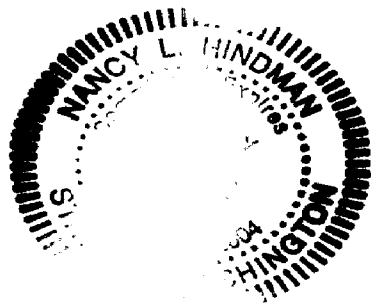
Dated this 16th day of February, 2001.

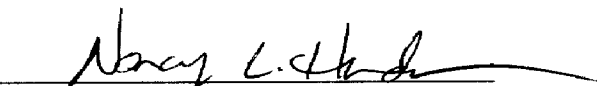

Edmund O. Schweitzer III


Mary S. Schweitzer

STATE OF WASHINGTON)
County of Whitman)

On this 16th day of February, 2001, personally appeared before me Edmund O. Schweitzer III and Mary S. Schweitzer, husband and wife, who acknowledged that they executed the foregoing instrument as their voluntary act and deed for the purposes therein set forth.




Notary Public in and for the State
of Washington,
Residing in Pullman
My Commission expires: August 9, 2004

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**Collateral Assignment of Patents
(Security Agreement)**

COLLATERAL ASSIGNMENT OF PATENTS (SECURITY AGREEMENT) dated as of September 1, 1994, between SCHWEITZER ENGINEERING LABORATORIES, INC., a Washington corporation ("Assignor"), and Edmund O. Schweitzer III and Mary S. Schweitzer (collectively, the "Assignees").

WITNESSETH:

WHEREAS, in connection with a Loan Agreement between Assignees and Assignor dated as of September 1, 1994, (the "Loan Agreement"), Assignees have made and may in the future make certain loans, advances, and extensions of credit to Assignor, subject to the terms and provisions of the Loan Agreement; and

WHEREAS, Assignor owns all right, title, and interest in and to all the patents, registrations, and applications for the protection of inventions or designs set forth on Schedule A hereto (the "Patents"); and

WHEREAS, in order to secure Assignor's obligations to Assignees under the Loan Agreement (the "Obligations"), Assignor wishes to grant to Assignees, and Assignees wish to accept, a security interest in the Patents and certain other patents, inventions, and assets with respect to the Patents as further set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignees to make loans and advances to Assignor, Assignor hereby assigns, sells, transfers, and conveys to Assignees and grants to Assignees a security interest in:

- (a) the Patents;
- (b) all patents, registrations, and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor, whether based on, derived from, or variations of any invention or design disclosed in the Patents or otherwise (the "Future Patents");
- (c) all extensions, renewals, continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (d) all of Assignor's rights to sue for past, present, and future infringements of the Patents and Future Patents;

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- (e) all proceeds, including without limitation license royalties and proceeds of infringement suits, based on the Patents and Future Patents;
- (f) all licenses and other agreements, and all fees, rents, royalties, proceeds, or monies thereunder, relating to the Patents and Future Patents and the use thereof; and
- (g) all trademarks, trademark registrations, trademark applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with the Patents and Future Patents and all goodwill connected with, symbolized by, or related to the foregoing.

All of the foregoing items set forth in clauses (a) through (g) are hereinafter referred to collectively as the "Collateral."

AND Assignor hereby covenants with Assignees as follows:

1. **Assignor's Obligations.** Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignees relating to the Collateral, nor shall Assignees be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such license or agreement.

2. **Representations and Warranties.** Assignor represents and warrants to Assignees that: (a) Assignor is the registered owner of, and no adverse claims have been made with respect to its title to, the Patents; (b) such title is indefeasible for the duration of each such Patent; (c) the Patents are subsisting and no part thereof has been adjudicated invalid or unenforceable, in whole or in part; (d) each Patent is, to the Assignor's best knowledge, valid and, if granted and registered, enforceable; (e) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance, or license (by Assignor as licensor), except Assignees' security interest; and (f) when this Assignment is filed in the United States Patent and Trademark Office and the Assignees have taken any other actions contemplated by the Loan Agreement, this Assignment will create a legal and valid perfected and continuing lien on and security interest in the Collateral, in favor of Assignees, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. **Covenants.** Assignor will maintain the Collateral which it is using to conduct the business of Assignor and will defend such Collateral against the claims of all persons. If, before the Obligations have been satisfied in full, Assignor should obtain rights to or be licensed to use any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any

Patent, or any improvement on any Patent, the provisions of Section 1 of shall automatically apply thereto.

4. **Use Prior to Default.** Prior to Assignees' exercise of its rights and remedies upon an Event of Default under, and as defined in, the Loan Agreement (an "Event of Default"), Assignor shall have the right to use the Collateral and make, use, and sell the inventions disclosed and claimed in the Patents and Future Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement and this Assignment.

5. **Remedies Upon Default.** Whenever any Event of Default shall have occurred and be continuing, Assignor's rights pursuant to Section 4 hereof shall terminate and be null and void, and Assignees shall have all the rights and remedies granted to them in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignees in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents or Future Patents. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignees as its attorneys-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may sell merchandise incorporating or utilizing the Patents and Future Patents, in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignees of an intended sale or other disposition of the Collateral. The preceding sentence shall not limit any right or remedy granted to Assignees with respect to Assignor's inventory under any other agreement now or hereinafter in effect.

6. **Cumulative Remedies.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

7. **Amendments and Waivers.** This Assignment may not be modified, supplemented, or amended, or any of its provisions waived except by a writing signed by Assignor and Assignees. Assignor hereby authorizes Assignees to modify this Assignment by amending Schedule A hereto to include any Future Patents or additional licenses.

8. **Waiver of Rights.** No course of dealing between the parties to this Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by a party

hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Assignees of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. **Assignment.** The provisions of this Assignment shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignees; and, provided further, that Assignees may assign their rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. **Future Acts.** Until the Obligations shall have been paid in full, Assignor shall have the duty, through counsel reasonably acceptable to Assignees, to prosecute any applications for Patents and Future Patents pending as of the date of this Assignment or thereafter; to make applications on inventions unpatented or unregistered but patentable or registrable in any location where Assignor does business; and otherwise to preserve and maintain all rights in those Patents and Future Patents that it is using to conduct the business of Assignor; all subject, however, to the prudent business judgment of Assignor. Any expenses incurred in connection with such applications shall be borne by Assignor.

11. **Enforcement.** Assignees and Assignor shall each have the right but in no way be obligated to bring suit in their/its own name to enforce the Patents and Future Patents and any license thereunder. In the event of a possible infringement of the Patents or Future Patents, or the breach of any license thereunder, Assignees and Assignor shall consult concerning the matter and shall thereafter cooperate in good faith relative to bringing, and thereafter managing, any suit. Assignor and Assignees shall each do any and all lawful acts and execute any and all proper documents required by in the aid of such enforcement. The cost of such enforcement shall be borne between the parties as they may agree.

12. **Re-Assignment.** At such time as Assignor shall completely satisfy all of the Obligations, Assignees will execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to release the security interest granted hereunder and to re-vest Assignor with full title to the Collateral, subject to any dispositions thereof that may have been made by Assignees pursuant hereto.

13. **Severability.** If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. **Notices.** All notice, requests, and demands to or on Assignor or Assignees under this Assignment shall be given in the manner prescribed by the Loan Agreement.

15. **Governing Law.** This Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHERE , the parties have entered into this Assignment on the date first
above written.

SCHWEITZER ENGINEERING
LABORATORIES, INC.

By: *Nancy L. Hindman*
Name: Nancy L. Hindman
Title: Secretary

Edmund O. Schweitzer III
EDMUND O. SCHWEITZER III

Mary S. Schweitzer
MARY S. SCHWEITZER

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STATE OF ILLINOIS)

: ss.

County of Cook)

On this first day of September, 1994, personally appeared before me, NANCY L. HINDMAN, who stated that she is the Secretary of Schweitzer Engineering Laboratories, Inc., a corporation organized under the laws of the State of Washington, and acknowledged that she executed the foregoing instrument as the act and deed of Schweitzer Engineering Laboratories, Inc., for the purposes therein set forth.

OFFICIAL SEAL
DARLENE CUNLIFFE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 13, 1998

Darlene Cunliffe
Print name also Darlene Cunliffe
Notary Public, in and for the State
of Illinois, residing in Cook.
My Commission Expires: 6/13/98

STATE OF WASHINGTON)

: ss.

County of Whitman)

On this first day of September, 1994, personally appeared before me, EDMUND O. SCHWEITZER, III, who acknowledged that he executed the foregoing instrument as his own act and deed for the purposes therein set forth.

Nancy L. Hindman
Print name also Nancy L. Hindman
Notary Public, in and for the State
of Washington, residing in Pullman.
My Commission Expires: 8/9/96

STATE OF WASHINGTON)

: ss.

County of Whitman)

On this first day of September, 1994, personally appeared before me, MARY S. SCHWEITZER, who acknowledged that she executed the foregoing instrument as her own act and deed for the purposes therein set forth.

Nancy L. Hindman
Print name also Nancy L. Hindman
Notary Public, in and for the State
of Washington, residing in Pullman.
My Commission Expires: 8/9/96