

05-24-2001



Attorney Docket No. 18133-075

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OMB No. 0651-0011 (exp. 4/94)

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PATENTS ONLY

5.17.01

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brad T. Hammond
Daniel J. Redmond
Jeffrey B. Collemer
Todd J. Giaquinto
Diane M. L'Heureux

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

2. Name and address of receiving party(ies)

Name: American Power Conversion

Street Address: 132 Fairgrounds Road
West Kingston, RI 02892

3. Nature of conveyance:

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

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

Execution Date: _____

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the filing date of the application is _____ and the title is "_____":

A. Patent Application No(s): 09/812,657

B. Patent No(s): _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: A. Jason Mirabito, Esq.
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41)

☒ Enclosed (\$40.00)
☐ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 18133-075.

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.

David W. Poirier, Reg. No. 43,007

5/17/01

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

05/23/2001 670N11 00000147 09812657

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40.00 OF

ASSIGNMENT

We, Brad T. Hammond, Daniel J. Redmond, Jeffrey B. Collemer, Todd J. Giaquinto, Diane M. L'Heureux, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to American Power Conversion a Massachusetts corporation, with offices at 132 Fairgrounds Road, West Kingston, RI 02892 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

POWER SUPPLY CRITICAL STATE MONITORING SYSTEM

filed with the U.S. Patent and Trademark Office on March 20, 2001, and having Serial Number 09/812,657, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 5/1/01

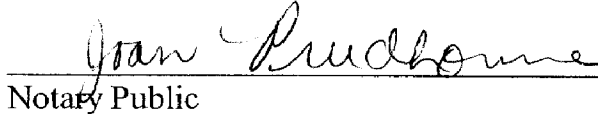


Signature of: Brad T. Hammond

State of Rhode Island

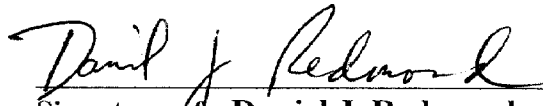
County of Washington

Subscribed and sworn to before me this 1st day of May, 2001.


Notary Public

My commission expires 7/16/01.

Date: 5/1/01

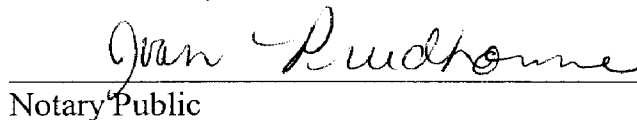


Signature of: Daniel J. Redmond

State of Rhode Island

County of Washington

Subscribed and sworn to before me this 1st day of May, 2001.


Notary Public

My commission expires 7/16/01.

Date: 5/1/01

Jeffrey B. Collemer
Signature of: Jeffrey B. Collemer

State of Rhode Island

County of Washington

Subscribed and sworn to before me this 1st day of May 2001.

Joan Prudhomme
Notary Public

My commission expires 7/16/01.

Date: 5/1/01

Todd J. Giaquinto
Signature of: Todd J. Giaquinto

State of Rhode Island

County of Washington

Subscribed and sworn to before me this 1st day of May 2001.

Joan Prudhomme
Notary Public

My commission expires 7/16/01.

Date:

Diane M. L'Heureux
Signature of: **Diane M. L'Heureux**

State of Rhode Island

County of Washington

Subscribed and sworn to before me this 1st day of May, 2001.

Joan Pruchome
Notary Public

My commission expires 7/16/01