

08-17-2001  
101815204

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas F. Wenisch  
Stephen R. Berard  
David J. Smith

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: August 9, 2001

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 August 9, 2001 and the title is "Computer Network Security System".

A. Patent Application No(s):

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas M. Sullivan, 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. 18133-090.

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

*David W. Poirier*

August 9, 2001

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

TRA 1543015v1

08/16/2001 LMUELLER 00000298 09925958

01 FC:581

40.00 DP

PATENT  
REEL: 012070 FRAME: 0436

## **ASSIGNMENT**

We, Thomas F. Wenisch, Stephen R. Berard and David J. Smith, 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:

### **COMPUTER NETWORK SECURITY SYSTEM**

attached hereto, 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: 8/2/2001

Thomas F. Wenisch  
Signature of: **Thomas F. Wenisch**

State of RI

County of Washington

Subscribed and sworn to before me this 8<sup>th</sup> day of August, 2001.

Joan Buchanan  
Notary Public

My commission expires 7/16/05.

Date:

\_\_\_\_\_  
Signature of: **Stephen R. Berard**

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_


Date: 8-8-2001

  
Signature of: David J. Smith

State of RI

County of Washington

Subscribed and sworn to before me this 8<sup>th</sup> day of August, 2001.

  
Notary Public

My commission expires 7/16/05

TRA 1549167v1

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### **COMPUTER NETWORK SECURITY SYSTEM**

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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.

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Date:

Signature of: **Thomas F. Wenisch**

State of \_\_\_\_\_

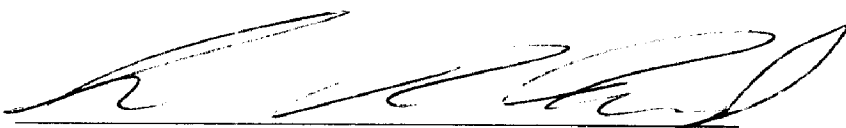
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_.

Date: 8/8/01

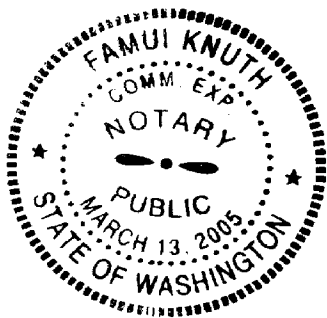


Signature of: **Stephen R. Berard**

State of WA

County of King

Subscribed and sworn to before me this 8<sup>th</sup> day of August 2001.



Famui Knuth

Notary Public

My commission expires March 13 2005

Date:

\_\_\_\_\_  
**Signature of: David J. Smith**

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

TRA 1549167v1