

04-23-2002

Substitute Form PTO-1595
Attorney Docket No.: 05892-001001



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VER SHEET
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Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies): David L. Romero <u>4-12-02</u> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): NewVAR, L.L.C. 45 Parsonage Lane Topsfield, Massachusetts 01983-1314 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: March 6, 2002; February 28, 2002			
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): <u>5,270,913</u> 5,357,419 5,561,597 5,764,501 5,905,371 5,986,907 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name/address of party to whom correspondence concerning document should be mailed: ERIC L. PRAHL Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804		6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$240 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
DO NOT USE THIS SPACE			
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>			
Eric L. Prah Reg. No. 32,590 Name of Person Signing		 Signature	<u>April 3, 2002</u> Date
04/23/2002 LNUELLER 00000059 5270913		Total number of pages including coversheet, attachments and document: 9	
01 FC:581 240.00 DP			
20146010.doc			

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

April 3, 2002
Date of Deposit
Signature

Vasilia Kelly
Typed Name of Person Signing Certificate

PATENT ASSIGNMENT

WHEREAS, DAVID L. ROMERO of 7720 Revelle Drive, La Jolla, California 92037-3535 ("Assignor"), is the owner of the entire right, title and interest in and to certain United States patents as well as certain foreign patents and patent applications corresponding thereto, said patents and patent applications being identified in the attached Schedule A and being hereinafter referred to as "Patents and Patent Applications".

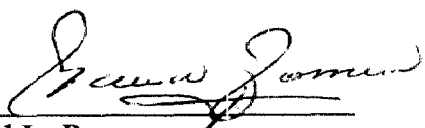
WHEREAS, NewVAR, L.L.C., a Delaware corporation, of 45 Parsonage Lane, Topsfield, Massachusetts 01983-1314 ("Assignee"), is desirous of obtaining the entire right, title and interest in and to the Patents and Patent Applications, subject to a license from NewVAR to Rudolf Limpaecher, a copy of which is attached hereto,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assignees, the entire right, title and interest in and to the Patents and Patent Applications, including the right to sue for past infringement thereof.

Assignor agrees for itself and its successors, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed.

DAVID L. ROMERO

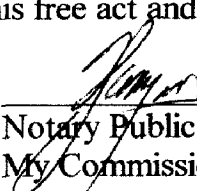


By: David L. Romero

Date: 3/6/02

State of CAL.
County of SAN DIEGO

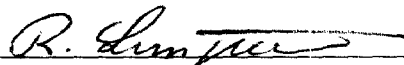
On this 6th day of MAR., 2002, before me personally came David L. Romero, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



Notary Public
My Commission Expires:

Assignee hereby acknowledges receipt of the entire right, title and interest in and to the Patents and Patent Applications.

NewVAR, L.L.C.


By: Rudolf Limpacher
Title: Vice President
Date: Feb. 28, 2002



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PATENT 
REEL: 012802 FRAME: 0366

SCHEDULE A

U.S. PATENTS		
Patent No.	Issue Date	Inventor(s)
5,270,913	December 14, 1993	Rudolf Limpaecher
5,357,419	October 18, 1994	Rudolf Limpaecher
5,561,597	October 1, 1996	Rudolf Limpaecher
5,764,501	June 9, 1998	Rudolf Limpaecher
5,905,371	May 18, 1999	Rudolf Limpaecher
5,986,907	November 16, 1999	Rudolf Limpaecher

FOREIGN PATENTS		
Patent No.	Issue Date	Country
182998	October 15, 1996	Mexico

FOREIGN APPLICATIONS		
Application No.	Filing Date	Country
0191	October 11, 1993	Bolivia
260	November 21, 1995	Bolivia
91793	August 5, 1993	Chile
PV2389/94	April 2, 1993	Czech Republic
96922541.6	June 21, 1996	Europe
P-006782	October 6, 1993	Indonesia
1065/DEL/93	September 24, 1993	India
1518/del/95	August 14, 1995	India
5-517742	April 2, 1993	Japan
9800219	June 21, 1996	Mexico

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PATENT
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LICENSE AGREEMENT

Effective March 9, 2002, NewVAR, L.L.C., a Delaware Corporation, having a principal place of business at 45 Parsonage Lane, Topsfield, MA 01983-1314 (hereafter "NEWVAR"), and Rudolf Limpaecher, having a residence at 45 Parsonage Lane, Topsfield, MA 01983-1314 (hereafter "LIMPAECHER"), agree as follows:

ARTICLE I

GENERAL

1.01 Terms in this Agreement (other than names of parties and Article headings) which are set forth in upper case letters have the meanings established for such terms in Article II of the Agreement.

1.02 NEWVAR is the owner of all right, title and interest in the U.S. and foreign patents and patent applications listed in Appendix A, attached hereto.

1.03 LIMPAECHER wants to acquire an exclusive license under the U.S. and foreign patents and patent applications listed in Appendix A, attached hereto.

1.04 NEWVAR has the right to grant an exclusive license to LIMPAECHER under the U.S. and foreign patents and patent applications listed in Appendix A attached hereto, and is willing to do so on the terms and conditions recited in this Agreement.

ARTICLE II

DEFINITIONS

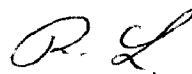
2.01 "LICENSED PATENTS" means the U.S. and foreign patents and patent applications listed in Appendix A and all pending and all issued divisionals, continuations, continuations-in-part, reissues, and reexaminations thereof.

2.02 "LOW VOLTAGE SYSTEMS" means any circuits or systems that are covered by one or more un-expired claims of the LICENSED PATENTS and that have a power carrying input or output terminal that operates at a voltage that is below 10 kV, excluding any circuits or systems that perform Dynamic VAR compensation regardless of the voltage involved.

ARTICLE III

LICENSE GRANT

3.01 NEWVAR hereby grants to LIMPAECHER and LIMPAECHER hereby accepts an exclusive, worldwide, royalty-free, irrevocable license under the LICENSED PATENTS to make, have made, use, sell, and otherwise dispose of LOW VOLTAGE SYSTEMS, with the right to sue infringers. This grant includes the right to sublicense others, except as limited elsewhere in this Agreement, to make, use, sell or otherwise dispose of LOW VOLTAGE SYSTEMS.



ARTICLE IV

LIMITATION ON RIGHT TO SUBLICENSE OTHERS

4.01 LIMPAECHER shall not sublicense to third parties that compete with products made by NEWVAR or any of its subsidiaries or that compete in areas in which NEWVAR or any of its subsidiaries work.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.01 NEWVAR represents and warrants that it has the right to grant the license provided to LIMPAECHER pursuant to this Agreement.

5.02 Nothing in this Agreement shall be construed as:

- (a) A warranty or representation by either party as to the validity or scope of the LICENSED PATENTS;
- (b) A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of third persons;
- (c) An obligation to bring or prosecute actions or suits against third parties for infringement of the LICENSED PATENTS;
- (d) An obligation to furnish any manufacturing or technical information; or
- (e) Granting by implication, estoppel, or otherwise any licenses or rights under patents other than the LICENSED PATENTS.

5.03 Neither party makes any representations, extends any warranties of any kind, either express or implied, or assumes any responsibilities whatever with respect to use, sale, or other disposition by the other party or its vendees or transferees of products which incorporates or are made by use of inventions licensed under this Agreement.

ARTICLE VI

TRANSFERABILITY OF RIGHTS AND OBLIGATIONS

6.01 Any license or release granted in this Agreement with respect to the LICENSED PATENTS shall be binding upon any successor of the party in ownership or control of the LICENSED PATENTS.

6.02 LIMPAECHER has the right to pass the license granted under this Agreement to any assigns for the benefit of creditors of LIMPAECHER, and to any receiver of his assets, or to any person or corporation succeeding to his entire business in LOW VOLTAGE SYSTEMS as a result of sale, consolidation, reorganization, or otherwise, provided such assignee, receiver, person,



or legal entity shall, without delay, accept in writing the provisions of this Agreement and agree to become in all respects bound thereby in the place and stead of LIMPAECHER, but may not otherwise be transferred without the written consent of NEWVAR.

ARTICLE VII

TERM

7.01 The license granted to LIMPAECHER under this Agreement shall extend from the Effective Date of this Agreement to the date of expiration of all claims of the LICENSED PATENTS.

ARTICLE VIII

RIGHT TO ENFORCE

8.01 LIMPAECHER shall have the right, in NEWVAR's name (if required by law, otherwise, in the NEWVAR's and LIMPAECHER's name) but at LIMPAECHER's sole expense, to sue third parties in the Territory for infringement of the LICENSED PATENTS, and NEWVAR shall, but at LIMPAECHER's expense for NEWVAR's direct associated expenses, fully and promptly cooperate and assist LIMPAECHER in connection with any such suit. LIMPAECHER shall promptly reimburse NEWVAR for said suit-associated direct expenses upon presentation of the NEWVAR's itemized statement therefor. All damages, awards and settlement proceeds in such suit shall be LIMPAECHER's. If LIMPAECHER, after notice from NEWVAR of an alleged infringement in the Territory, shall within 90 days fail to institute suit, NEWVAR, in its own name (or, if required by law, in its and LIMPAECHER's name) and at its own expense, may sue therefor, and LIMPAECHER shall, but at NEWVAR's expense for the LIMPAECHER's direct associated expenses, fully and promptly cooperate and assist NEWVAR in connection with any such suit. NEWVAR shall promptly reimburse LIMPAECHER for said suit-associated direct expenses upon presentation of the LIMPAECHER's itemized statement therefor.

ARTICLE IX

NOTICES, APPLICABLE LAW

9.01 Notices, reports and communications hereunder shall be deemed to have been sufficiently given if in writing and sent by facsimile and registered or certified air mail, postage prepaid, to the other party at the address given below. Until further notice, all notices shall be addressed as follows:

If from NEWVAR to LIMPAECHER:

Rudolph Limpaecher
45 Parsonage Lane
Topsfield, MA 01983-1314

If from LIMPAECHER to NEWVAR:

NewVar, L.L.C.
45 Parsonage Lane
Topsfield, MA 01983-1314



Facsimile No. (978) 887-6961
Attention: Armando Leon

With a copy to:
David L. Romero
7720 Reville Dr.
La Jolla, CA 92037

Either party may change such address by written notice to the other party.

9.02 This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of Massachusetts.

ARTICLE X

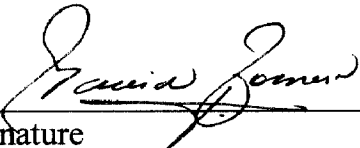
MISCELLANEOUS PROVISIONS

10.01 NEWVAR and LIMPAECHER agree and stipulate that LIMPAECHER shall not be construed as acting as an agent or representative of NEWVAR in any dealings which LIMPAECHER may have with any other person, firm, or corporation, and that LIMPAECHER has no power to act for or legally bind NEWVAR in any transaction.

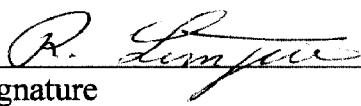
10.02 Should any term or condition of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining terms shall not be affected by this holding. Such unenforceable term or condition shall be replaced, upon mutual written consent between the parties hereto, by another enforceable term or condition which, in its effect, corresponds or comes closest to the effect of such unenforceable term or condition.

10.03 This Agreement constitutes the complete and exclusive statement of the agreement between NEWVAR and LIMPAECHER with respect to the subject matter indicated above, and supersedes all prior proposals and understandings, oral or written, relating to the subject matter of this Agreement. There are no understandings, representations or warranties of any kind, oral or written, express or implied, with respect to the subject matter indicated above, except as expressly set forth herein. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement. Any claim of waiver of any right, obligation, term or condition of this Agreement and any claim that any provision of this Agreement has been modified or amended shall be null and void unless such waiver, modification or amendment is made and signed by an authorized

For NEWVAR:


Signature _____ Date 3/9/02
David L. Romero

For LIMPAECHER:


Signature _____ Date 3/9/02
Rudolf Limpaecher

APPENDIX A**U.S. PATENTS**


Patent No.	Issue Date	Inventor(s)
5,270,913	December 14, 1993	Rudolf Limpaecher
5,357,419	October 18, 1994	Rudolf Limpaecher
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5-517742	April 2, 1993	Japan
9800219	June 21, 1996	Mexico

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