

08-20-2002

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



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Patent Office
102195755

copy thereof.

1. Name of conveying party(ies):

- a) Richard J. Johnson
- b) Robert C. Pfleging
- c) Timothy J. Anderson
- d) Daniel C. Kroupa

8-15-02

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:

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

Execution Date: August 8, 2002

2. Name and address of receiving party(ies)

Name: American Power Conversion

Internal Address:

Street Address: 132 Fairgrounds Road
West Kingston, RI 02892

Additional name(s) & addresses(es) 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) 10/121,313

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Shane H. Hunter
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).....\$ 40.00

☒ Enclosed

☐ The Commissioner is authorized to charge the deposit
account of the undersigned.

8. Deposit Account No: 50-0311, Ref. No. 18133-122.

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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.

Shane H. Hunter, Reg. No. 41,858

Name of Person Signing

Signature

August 15, 2002

Date

Total number of pages including cover sheet, attachments, and document: [4]

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

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

08/19/2002 TDIAZ1 00000044 10121313

01 FC:581

40.00 DP

ASSIGNMENT

We, Richard J. Johnson of Chesterfield, MO, Robert C. Pfleging of Saint Peters, MO, Timothy J. Anderson of O'Fallon, MO and Daniel C. Kroupa of Maryland Heights, MO, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to American Power Conversion Corporation, 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:

RACK-MOUNTED EQUIPMENT COOLING

filed with the U.S. Patent and Trademark Office on April 12, 2002, and assigned Serial No. 10/121,313, 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.

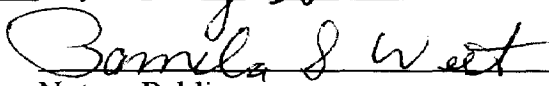
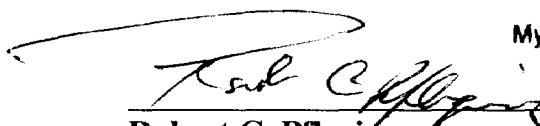
We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

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

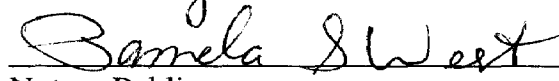
or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

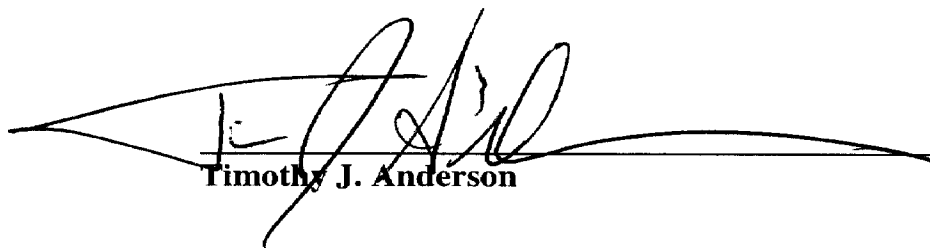
Date: 8/8/02
Richard J. JohnsonState of Missouri
Country of USASubscribed and sworn to before me this 8 day of August, 2002.

SEAL

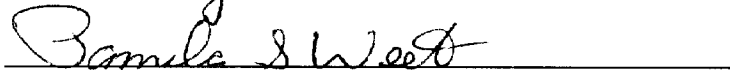


Notary PublicMy commission expires May 30, 2006PAMELA S. WEST
Notary Public - State of Missouri
County of Jefferson
My Commission Expires May 30, 2006Date: 8/8/02
Robert C. PflegingState of Missouri
Country of USASubscribed and sworn to before me this 8 day of August, 2002.

SEAL

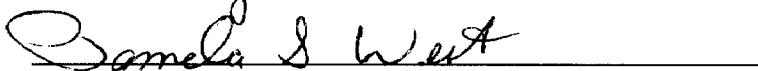

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County of Jefferson
My Commission Expires May 30, 2006

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County of Jefferson
My Commission Expires May 30, 2006Date: 8/8/02
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