

12-04-2002

Docket No.: 8367/88274

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P09/REV03

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Anton Belehradek
Richard W. Potter
John R. Kochan, Jr.

Additional names(s) of conveying party(ies) Yes No

11.25.02

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

Name: **Metropolitan Industries, Inc.**

Internal Address:

Street Address: **37 Forestwood Drive**

City: **Romeoville** State: **IL** ZIP: **60446-**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **November 12, 2002**

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/247,265

Additional numbers attached? Yes No

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Welsh & Katz, Ltd.**

Internal Address:

Street Address: **120 South Riverside Plaza**

22nd Floor

City: **Chicago** State: **IL** ZIP: **60606**

6. Total number of applications and patents involved: **1**

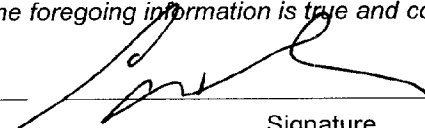
7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:
23-0920

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

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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.

Paul M. Vargo  **11-18-2002**
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

12/03/2002 TDIAZ1 00000157 10247265
01 FC:8021 40.00 OP

PATENT
REEL: 013533 FRAME: 0937

Assignment

Serial No. 10/247,265 Filed September 19, 2002

FOR good and valuable consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in **Uninterruptible Power System** and in the application for Letters Patent of the United States therefor, having a serial number and a filing date stated above, and in any continuation, division, reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to **METROPOLITAN INDUSTRIES, INC., an Illinois Corporation** and the heirs, successors, legal representatives and assigns of **Metropolitan Industries, Inc.**, hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said consideration it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said consideration it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said consideration the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said consideration, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations,

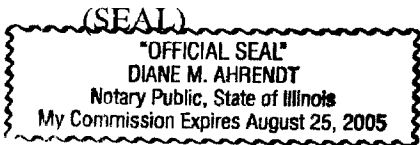
powers, assignments and other papers and giving testimony. The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

Anton Belehradek (Seal)
Anton Belehradek

State of Illinois)
County of DuPage) ss.

On November 12, 2002, Anton Belehradek appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Diane M Ahrendt
Notary Public



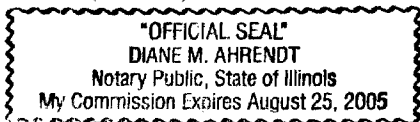
My Commission Expires: 8/25/2005

Richard W Potter (Seal)
Richard W. Potter

State of Illinois)
County of DuPage) ss.

On November 12, 2002, Richard W. Potter appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Diane M Ahrendt
Notary Public



My Commission Expires: 8/25/2005

John R. Kochan, Jr. (Seal)

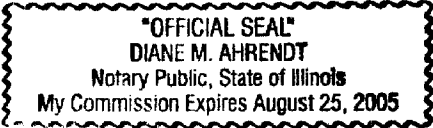
State of Illinois)
County of DuPage) ss.

On November 12, 2002, John R. Kochan, Jr. appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Diane M. Ahrendt

Notary Public

(SEAL)



My Commission Expires: 8/25/2005