

5-5-03

10-21-2003



To The Honorable Commissioner of Patents and Trademarks. Please record the attached or

1. Name of conveying party(ies):

ABB Inc. March 31, 2003
 First Assignor Date of Execution

Second Assignor _____ Date of Execution _____

Third Assignor _____ Date of Execution _____

Fourth Assignor _____ Date of Execution _____

Fifth Assignor _____ Date of Execution _____

Sixth Assignor _____ Date of Execution _____

Additional name(s) of conveying party(ies) attached? YES NO

2. Name and address of

Name: **ABB Technology AG**

Street Address: **Affolternstrasse 44**

City: **Zurich**

State **Switzerland** ZIP **CH-8050**

Additional name(s) & address attached? YES NO

3. Nature of Conveyance (check only one):

New Assignment Merger

License Agreement Security Agreement

Change of Name Other:

Cross-reference of Assignment filed in United States Application No. / , recorded on at Reel No. and Frame No.

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

| | | |
|-------------------------------------|--------------|---|
| Application Nos.: 09/948,248 | Patent Nos.: | Date application was signed by the first named executing inventor |
|-------------------------------------|--------------|---|

(Fill-in this date only if assignment is filed together with a new application)

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

Name: **Steven B. Samuels, Esq.**
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): **\$40.00**

Enclosed

Authorized to be charged to Deposit Account Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

Name of Person Signing/Reg. No. **Steven B. Samuels/Reg. No. 37, 711**

Steven B. Samuels April 21, 2003
 Signature Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 4

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

05/05/2003 TBAZ1 00000066 09948248 Commissioner of Patents and Trademarks
 01 FC:8021 40.00 OP Box Assignments
 Washington, D.C. 20231

ASSIGNMENT

WHEREAS, **ABB INC.**, hereinafter referred to as the ASSIGNOR, a Corporation of Delaware, having a place of business at **Centennial Campus - NCSU, 1021 Main Campus Drive, Raleigh, North Carolina 27606** holds rights in certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patent have been issued, all of which are listed on Attachment A hereto (hereafter Patent Property); and

WHEREAS, **ABB TECHNOLOGY AG** hereinafter referred to as the ASSIGNEE, a corporation of Switzerland, having the address: **Affolternstrasse 44, CH-8050 Zurich, Switzerland**, is desirous of acquiring the *entire* right, title and interest of ABB INC. in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, its entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey its entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be

issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

ABB INC.

Date: 3-31-03

By: Robert L. Hirt
Robert L. Hirt

Its: Attorney-In-Fact

STATE OF : North Carolina

COUNTY OF : Wake SS

On this 31st day of March, year of 2003, before me, the undersigned, personally appeared **Robert L. Hirt**, who acknowledged

himself to be the Attorney-In-Fact of ABB Inc., a corporation, and that he as such Attorney-In-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Attorney-In-Fact.

Jane P. Warren
Notary Public

MY COMMISSION EXPIRES MARCH 28, 2005.

ATTACHMENT A

U.S. Patent Application:

Title: Controlling A Magnetizing Current In A Transformer By
Comparing The Difference Between the First and Second Positive
Peak Values Of The Magnetizing Current With A Threshold

Inventors: David L. Dickmander, et al.

Serial No.: 09/948,248

Filing Date: September 6, 2001