

05-20-2003



Docket No.:

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

102452369

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

1. Name of conveying party(ies):

Dennis L. Breeden, Receiver for AIM Technology, Inc., and
AIM Energy, Chapter 11 Bankruptcy Case of In re
Helionetics, Inc., Case No. SA 97-14645

5.16.03

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: March 20, 2003

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

Name: Active Power Technologies, Inc.

Address:

154 Greenview Lane

City: Port Ludlow

State/Prov.: WA

Country: USA

ZIP: 98365

Additional name(s) & address(es)

☐ Yes ☒ No

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:

Patent Application No.

Filing date

B. Patent No.(s)

5,397,927

Additional numbers

☐ Yes ☒ No

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

Name: David L. Garrison

Registration No. 24,298

Address: 2001 Sixth Avenue, Suite 3300

05/19/2003 LNUELLER 00000050 5397927

01 FC:0021

40.00 00

City: Seattle

State/Prov.: WA

Country: USA

ZIP: 98121-2522

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:

50-0684

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

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 L GARRISON

David L Garrison

May 13, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

4

PATENT ASSIGNMENT
United States Patent No. 5,397,927

THIS PATENT ASSIGNMENT is made in accordance with and pursuant to the specific terms, conditions and obligations set forth in that certain Contract Assignment Agreement, which was made by and between Dennis L. Breeden, Receiver for AIM Technology, Inc., and AIM Energy, Inc., and The Official Post-Confirmation Committee of Creditors Holding Unsecured Claims in the Chapter 11 Bankruptcy Case of In re Helionetics, Inc., Case No. SA 97-14645, on the one hand (collectively, the "Assignors"), and Active Power Technologies, Inc., a California Corporation (the "Assignee"), on the other hand, pursuant to, and in accordance with the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated January 11, 2000, by and between the same parties, and pursuant to the following facts:

WHEREAS, the Purchase Agreement and the purchase and sale of assets described therein, was completed and closed as of March 21, 2000, following the approval of the United State Bankruptcy Court for the Central District of California, Santa Ana Division;

WHEREAS, by virtue of the Purchase Agreement and the Contract Assignment Agreement, the Assignors have assigned, transferred and conveyed to Assignee all of Assignors' right, title and interest, individually and collectively, in and to all of their respective, and collective rights and interests in and to the intellectual property of AIM Technology, Inc. and/or AIM Energy, Inc., including without limitation, any and all patents, patent disclosures and inventions (and all applications therefor) owned or used by Assignors, whether in the name of AIM Technology, Inc., AIM Energy, Inc., or Helionetics, Inc. (the "AIM Companies' Intellectual Property");

WHEREAS, the United States Patent identified below, and the technology and inventions underlying said Patent were and are part of the AIM Companies' Intellectual Property which was duly assigned, transferred and conveyed to Assignee by virtue of the Purchase Agreement and the Contract Assignment Agreement, which assignment, transfer and conveyance were, according to said Agreements, to be further documented by a patent assignment (the "Patent Assignment"), and

WHEREAS, Assignee has requested the execution and delivery of this Patent Assignment, as specifically provided for in Section 1.2(b) of the Contract Assignment Agreement, in order to properly document and perfect said assignment, transfer and conveyance;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which has been described in the Purchase Agreement, and is hereby specifically acknowledged,

ASSIGNORS hereby ratify and confirm that they assigned, transferred and conveyed, absolutely and for all purposes, as of March 21, 2000, all right, title and interest in and to United States Patent No. 5,397,927, entitled ACTIVE FILTER FOR REDUCING NON-FUNDAMENTAL CURRENTS AND VOLTAGES, and all technology and inventions underlying and/or pertaining to said Patent; intending the same to be owned, held and enjoyed by the Assignee for its own and such other use and benefit as it shall determine, and for the use and benefit of its legal representatives and assigns, as fully and entirely as the same would have been held and owned by Assignors had the above-described assignment and sale not been made.

IN WITNESS WHEREOF, the undersigned does hereby execute and deliver this Patent Assignment by and on behalf of the Assignors, and each of them, as of the date set forth below.

Dated: 3/20/2003

HELIONETICS, INC.

By: 

HEVKA SRAMEK

Chairperson of the Official Post-confirmation
Committee of Creditors Holding Unsecured Claims of
HELIONETICS, INC. (USBC Case # SA 97-14645)

ORANGEUSW3877