

05-28-2003

Form PTO-1595  
(Rev. 10/02)

5-27-03 RECOR

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼

102457433

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

## 1. Name of conveying party(ies):

Powerware Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

03/28/2003

Execution Date: \_\_\_\_\_

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

Name: Alphatec Ltd.

Internal Address: \_\_\_\_\_

Street Address: 339 St. Andrews Street

Andreas Building Office 101

City: Limassol, Cyprus State: \_\_\_\_\_ Zip: 3035

Additional name(s) & address(es) attached? ☐ Yes ☒ 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) 09/906,293

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael R. Schacht

Internal Address: Schacht Law Office, Inc.

Street Address: 2801 Meridian Street

Suite 202

City: Bellingham State: WA Zip: 98225-2400

## 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

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Michael R. Schacht

Name of Person Signing

*Michael R. Schacht*

Signature

5/22/03

Date

Total number of pages including cover sheet, attachments, and documents: 7

05/27/2003 LNUELLER 00000169 09906293

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 014093 FRAME: 0597

## PATENT ASSIGNMENT AND GRANT-BACK LICENSE AGREEMENT

This AGREEMENT is made on the 31st day of March, 2003 by and between Powerware Corporation, a corporation organized and existing under the laws of Delaware with its principal place of business at 8609 Six Forks Road, Raleigh, NC 27615 (hereinafter referred to as "Assignor" and "Licensee") and Alphatec Ltd., a corporation organized and registered under the laws of Cyprus with its principal office at 339, St. Andrews Street, Andreas Building Office 101, Limassol, Cyprus 3035 (hereinafter referred to as "Assignee" and "Licensor").

WHEREAS Assignor and Assignee are parties to an Intellectual Property Purchase Agreement, dated March 31, 2003 (the "Intellectual Property Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Licensor, the Transferred Intellectual Property, as defined in the Intellectual Property Purchase Agreement, including certain intellectual property rights, and pursuant to which Assignee has agreed to license back certain intellectual property rights to Assignor; and

WHEREAS, Assignor owns all right, title and interest in United States Patent Application No. 09/906,293, for FERROELECTRIC TRANSFORMER-FREE UPS SYSTEMS AND METHODS FOR COMMUNICATIONS SIGNAL DISTRIBUTION SYSTEMS (the "Application"); and

WHEREAS, Assignee is desirous of acquiring rights, title and interest in the Application pursuant to the Intellectual Property Purchase Agreement;

WHEREAS, Assignor is desirous of obtaining a license to any patent issuing from the Application pursuant to the Intellectual Property Purchase Agreement; and

WHEREAS Assignor has agreed to assign the Application to the Assignee on the terms set out in this Agreement, and Assignee has agreed to grant back a license to Assignor pursuant to the Intellectual Property Purchase Agreement.

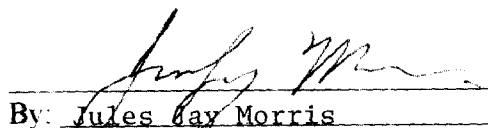
**NOW IT IS HEREBY AGREED** as follows:

1. Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns and conveys all right, title and interest in the Application to Assignee including any patent(s) resulting therefrom and any continuing, divisional, or re-issue applications and patents resulting therefrom as well as any corresponding foreign patent applications and foreign patents (hereinafter referred to collectively as the "Patents"), and the right to sue and collect damages for past infringement of the Patents.
2. At the request and sole cost of the Assignee, the Assignor shall do everything reasonably in its power to assist the Assignee in the defense of any proceedings by way of opposition to the registration of the Patents; and shall execute all such further documents, forms and authorizations and depose or swear any declaration or oath as may be required by an office for the protection of intellectual property for absolutely vesting title and interest in and to the Patents in favor of the Assignee.

3. Assignor gives no warranty that the Patents are directed to patentable subject matter, valid, enforceable or that their use will not require the use of intellectual property rights the property of a third party or that their use will not infringe any such third party rights.
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee.
5. Assignee (Licensor) hereby grants to Assignor (Licensee) a perpetual, fully paid-up license to the Patents, including the right to make, have made, use, offer for sale, sell, distribute, and import products covered by any claim of the Patents, and Assignor agrees to mark its products covered by the Patents as reasonably requested by Assignee.
6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the principles of conflicts of laws thereof.

The undersigned have executed this instrument on the date indicated below.

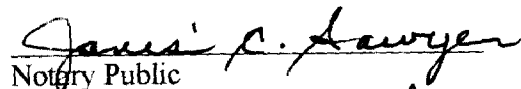
ASSIGNOR and LICENSEE: **POWERWARE CORPORATION**

 [L.S.]  
By: Jules Day Morris

Its: Vice President and Chief IP Counsel of Invensys plc and

Designated by the Secretary of Powerware Corporation to sign on its behalf  
Subscribed and Sworn to Before Me this

28 day of March, 2003.

  
Notary Public

My commission expires: July 3, 2003

ASSIGNEE and LICENSOR: **ALPHATEC LTD.**

\_\_\_\_\_  
By: \_\_\_\_\_ [L.S.]  
ts: \_\_\_\_\_

Subscribed and Sworn to Before Me this  
\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

3. Assignor gives no warranty that the Patents are directed to patentable subject matter, valid, enforceable or that their use will not require the use of intellectual property rights the property of a third party or that their use will not infringe any such third party rights.
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee.
5. Assignee (Licensor) hereby grants to Assignor (Licensee) a perpetual, fully paid-up license to the Patents, including the right to make, have made, use, offer for sale, sell, distribute, and import products covered by any claim of the Patents, and Assignor agrees to mark its products covered by the Patents as reasonably requested by Assignee.
6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to the principles of conflicts of laws thereof.

The undersigned have executed this instrument on the date indicated below.

ASSIGNOR and LICENSEE: **POWERWARE CORPORATION**

\_\_\_\_\_ [L.S.]

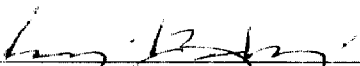
By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and Sworn to Before Me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

ASSIGNEE and LICENSOR: **ALPHATEC LTD.**

 \_\_\_\_\_ [L.S.]

By: Awni Ayoubi

Its: Managing Director

Subscribed and Sworn to Before Me this  
28<sup>th</sup> day of March, 2003.

Juan Hector Garcia  
Notary Public  
My commission expires: 9/28/04

