

FORM PTO-1595 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

PATENTS ONLY

OMB No. 0651-0011 (exp. 4/94) **Attorney Docket No. 640**

Tab settings ⇨ ⇨ ⇨

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

<p>1. Name of conveying party(ies): Unico USA, Inc. Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Unico, Inc.</u> Internal Address: Street Address: <u>3725 Nicholson Road</u> City: <u>Franksville</u> State: <u>WI</u> ZIP: <u>53126-0505</u> Additional name(s) & address(es) attached? [] Yes [X] No</p>
<p>3. Nature of conveyance: [X] Assignment <u>Execution date: June 1, 2004</u> [] Merger [] Security Agreement [] Other: [] Change of Name</p>	

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) | B. Patent No.(s): 5,319,295
Additional Numbers attached? [] Yes [X] No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kent A. Lee, Esq.</u> Internal Address: <u>Suite 2100</u> Street Address: <u>Reinhart Boerner Van Deuren, s.c.</u> <u>1000 North Water Street, Suite 2100</u> City: <u>Milwaukee</u> State: <u>WI</u> ZIP: <u>53202</u></p>	<p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> [] Enclosed [X] Authorized to be charged to deposit account [X] Any deficiencies in enclosed fee should be charged to Deposit Account.</p> <p>8. Deposit account number: <u>18-0882</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Kent A. Lee [Signature] June 15, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [5]

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

CH \$40.00 180882 6319296

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made as of June ~~9th~~ 15th, 2004 (the "Effective Date"), by and between Unico USA, Inc., a Delaware corporation (the "Assignor") and Unico, Inc., a Wisconsin corporation (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of the patent listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of the patent and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent (referred to as the "Patent").

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patent from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patent to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assignment of the Patent. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Patent. The assignment of the Patent granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

2. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

3. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Patent; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Patent; and (iii) in the implementation or perfection of this Patent Assignment. Assignor agrees that it shall not assist or

encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Patent.

4. General Provisions.

(a) Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

(b) Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of Assignor and Assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

(h) Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

(i) Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

UNICO USA, INC.

By: Maurice Morrone
Maurice Morrone, President

ASSIGNEE:

UNICO, INC.

By: Thomas L. Beck
Thomas L. Beck, President & CEO

APPENDIX A

LIST OF ASSIGNED PATENTS

PATENT NO.	COUNTRY	PATENT TITLE
5,319,295	U.S.	Digital Current Regulator