Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ♥	01-26-2004 /2005)		U.S. DEPARTMENT OF CON U.S. Patent and Tradema	
To the Honorable Commissioner c.	102653	3831 .ed original documents or copy thereo		
<ol> <li>Name of conveying party(ies): Blue Sea Systems, Inc.</li> <li>425 Sequoia Drive Bellingham, Washington 98226</li> </ol>	2. Name and add Name:Coop		of receiving party(ies) echnologies Company BCC-026987	
Additional name(s) of conveying party(ies) att	tached? Yes 🖌 No			
3. Nature of conveyance:          Image: Security Agreement	]Merger ]Change of Name		00 Travis Street	
Other		City:_HoustonState:_ <sup>TX</sup> _Zip:_77002		
Execution Date:	ecution Date:		Additional name(s) & address(es) attached? Yes 🖌	
5. Name and address of party to who concerning document should be m Name:H. St. Julian	nailed:	· · ·	lications and patents involv	
Name H. St. Julian		7. Total fee (37 CFR 3		
			.41)\$ <u>240.00</u>	
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BCC-026987 Internal Address: Street Address:600 Travis StreeSuite 5800City:_HoustonState:_TX_Zip		Enclosed Authorized to b 8. Deposit account nut 03-312	e charged to deposit accou mber: 0	
BCC-026987 Internal Address: Street Address:600 Travis Stree Suite 5800 City:_HoustonState:_TX_Zip 9. Signature. H. St. Julian Name of Person Signing	et . 77002 DO NOT USE	Enclosed Authorized to b 8. Deposit account nut 03-312	e charged to deposit accou mber: 0 1/14/2004 Date	

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PATENT REEL: 014901 FRAME: 0591

### PATENTS TO BE RECORDED

US 6,538,549 B1Advanced Elect Circuit Breaker Systems & IUS D467,883 SCircuit Breaker Face (SM case, cover & level)	
US D467,333 SCircuit Breaker Face (SM case, cover & level)US D468,271 SCircuit Breaker Face (SM case)US D475,978 SCircuit Breaker Face (PM case bezel, cover &US D468,702 SCircuit Breaker Face (PM cover & lever)US D467,556 SCircuit Breaker Face (PM cover)	er)

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#### ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (hereinafter "Assignment"), made as of the day of November, 2003, by BLUE SEA SYSTEMS, INC., a Washington corporation with its principal place of business at 425 Sequoia Drive, Bellingham, Washington 98226 ("Assignor"), to COOPER TECHNOLOGIES COMPANY, a Delaware corporation with its principal place of business at 600 Travis, Suite 5800, Houston, Texas 77002 ("Assignee"),

### WITNESSETH:

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of //.7, 20<u>03</u> (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets associated with Assignor's "T-1" circuit breaker product line more particularly defined in the Agreement as the "Purchased Assets" (the capitalized terms used but not defined in this Assignment shall have the respective meanings defined in the Agreement), including without limitation the patents and other Intellectual Property of Assignor used in connection with the operation of the Product Line (the "Intellectual Property Assets"). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered patents listed on Schedule A annexed hereto and incorporated herein by reference (the foregoing being referred to herein as the "Patents" and each a "Patent");

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

At any time or from time to time hereafter Assignor shall, at the request of Assignee, execute, acknowledge and deliver such further instruments, and take such other action as Assignee may reasonably request in order more effectively to effect the purposes of this Assignment and assist Assignee in exercising rights with respect thereto.

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PATENT REEL: 014901 FRAME: 0593 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.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

BLUE SEA SYSTEMS, INC.

Scott Renné Name: Title: President

State of Washington )

County of Whatcom)

SS.:

On this <u>1</u> day of November, 2003, before me, <u>Nauc</u> <u>N</u>. Thomas personally appeared Scott Renné, President of Blue Sea Systems, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



# **SCHEDULE A**

# Registered Patents

	<u>t Number</u>
US 6,538,549 B1Advanced Elect Circuit Breaker Systems & MetheUS D467,883 SCircuit Breaker Face (SM case, cover & lever)US D468,271 SCircuit Breaker Face (SM case)US D475,978 SCircuit Breaker Face (PM case bezel, cover & lever)US D468,702 SCircuit Breaker Face (PM cover & lever)US D467,556 SCircuit Breaker Face (PM cover)	467,883 S 468,271 S 475,978 S 468,702 S

Pending Patent Applications

NONE.