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MAY 05 2006  
RECORDAT  
PATENT APPL

5/3/06

05-10-2006

USE FOR TRADEMARKS



103235230

TO THE HONORABLE COMMISSIONER FOR PA

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

1. Ascom Powerline Communications AG

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Current Communications International Holding GmbH

ADDRESS: Gewerbepark, CH-5506

Mägenwil Switzerland

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation -- multiple copies of same Assignment signed by different inventors is one document)☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST

EXEC. DATE: February 21, 2006; April 30, 2006

☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER ☐ OTHER:

4. EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ↑↓ DIFFER SEE ATTY!):

4.5 APPL. NO.(S) OR PAT. NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1ST INVENTOR if not in item 1	B. PATENT NO(S)	M#	1ST INVENTOR if not in item 1
10/149,003		Kurt Muller	6,771,775 6,952,159		Hanspeter Widmer Kurt Muller

5. Name &amp; Address of Party to Whom Correspondence

Concerning Document Should be Mailed:

MANELLI DENISON &amp; SELTER PLLC

2000 M Street, N.W. 7<sup>th</sup> Floor

Washington, DC 20036-3307

5.5 ATTY DKT:

6. NUMBER INVOLVED:

APPLNS 1 + PATS: 2 = TOTAL 3

7. AMOUNT OF FEE ENCLOSED: (Code 581) .....  
ABOVE TOTAL X \$40 = \$1208. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE  
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 50-0687

UNDER ORDER NO: CRNT-0285-US

dup. sheet not required

CLIENT/MATTER

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.

Signature:

Attorney: Melvin J. Barnes, Jr.

Reg. No. 38,375

10. Total number of pages including this cover  
sheet, attachments and document  
(do not file dup. Cover sheet)

15

Date: May 4, 2006

Fax: (202) 318.7456

TEL: (301) 581.0081

FILE WITH PTO RETURN RECEIPT

05/09/2006 NJR/RI  
01 FC:801

PATENT

REEL: 017865 FRAME: 0541

**ASSET PURCHASE AGREEMENT**

by and between

**Current Technologies International GmbH**  
(hereinafter referred to as the "**Purchaser**")

and

**Current Communications International Holding GmbH**  
(hereinafter referred to as the "**IP Purchaser**")

(the Purchaser and the IP Purchaser being  
hereinafter referred to as the "**Purchasers**")

and

**Current Communications Group, LLC**  
(hereinafter referred to as the "**Parent Purchaser**")

and

**Ascom Powerline Communications AG**  
(hereinafter referred to as the "**Seller**")

and

**Ascom Holding AG**  
(hereinafter referred to as the "**Holding**")

and, with respect to Section 6.2(b) only,

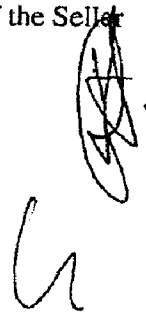
**Ascom (Schweiz) AG**  
(hereinafter referred to as "**Ascom CH**")

relating to the sale and purchase of the assets, certain agreements and liabilities of the Seller

dated as of February 21, 2006

**LENZ & STAEHELIN**

APA Final.DOC

Handwritten signature and initials, possibly 'L' and 'S', in the right margin.

\* \* \* Pages 2 and 3 have been redacted for confidentiality. \* \* \*

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT**, dated as of February 21, 2006 (this "Agreement"), is by and between Current Technologies International GmbH, a limited liability company incorporated in Switzerland, with registered offices in Mägenwil, Current Communications International Holding GmbH, a limited liability company incorporated in Switzerland, with registered offices in Mägenwil, Current Communications Group, LLC, a Delaware limited liability company, with a place of business in Germantown, MD, USA, Ascom Powerline Communications AG, a company incorporated in Switzerland, with registered offices in Bern, Ascom Holding AG, a company incorporated in Switzerland, with registered offices in Bern, and, with respect to Section 6.2(b) only, Ascom (Schweiz) AG, a company incorporated in Switzerland, with registered offices in Bern.

\* \* \* The remainder of this page has been redacted for confidentiality. \* \* \*

\* \* \* Pages 5 - 8 have been redacted for confidentiality. \* \* \*

\* \* \* A portion of this page has been redacted for confidentiality. \* \* \*

## 2 PURCHASE AND SALE

As of the Closing Date, the Seller sells and transfers to the Purchaser and the IP Purchaser, and the Purchaser and the IP Purchaser purchase, and the Purchaser assumes, from the Seller the Transferred Assets, Assumed Liabilities and Assigned Agreements (as defined below) by way of this Agreement and, in case of the Purchaser, a transfer pursuant to Article 69 et seq. of the Swiss Merger Act ("*Universalsukzession*") based on the German short form agreement attached hereto (Schedule 2, "*Vermögensübertragungsvertrag*").

### 2.1 Purchase of Assets

The Seller sells to the Purchaser and the IP Purchaser, as the case may be, and the Purchaser and the IP Purchaser, as the case may be, purchase from the Seller all of its assets, tangible and intangible (including, for the avoidance of doubt, current and prospective customers and suppliers, agents and consultants, as well as marketing and promotional materials, if any, and all safety certificates and other like documents related to the Inventory and the Products), fixed and unfixed, wherever located and whether or not reflected on the books and records of the Seller, whether owned or leased by the Seller, including the assets set forth in this Section 2.1 of this Agreement (other than the Excluded Assets) (the "**Transferred Assets**"), free and clear of any Liens or Encumbrances, as valued as of January 31, 2006, as follows:

\* \* \* A portion of this page has been redacted for confidentiality. \* \* \*

#### b) Intellectual Property Rights:

IP Purchaser purchases:

- (1) all the Intellectual Property Rights listed on Schedule 2.1(iii), Schedule 2.1(iv), Schedule 2.1(v), Schedule 2.1(vi), and the DS2 Agreement;

\* \* \* The remainder of this page has been redacted for confidentiality. \* \* \*

\* \* \* Pages 10 - 32 have been redacted for confidentiality. \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**PURCHASER:**

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By:

Title:

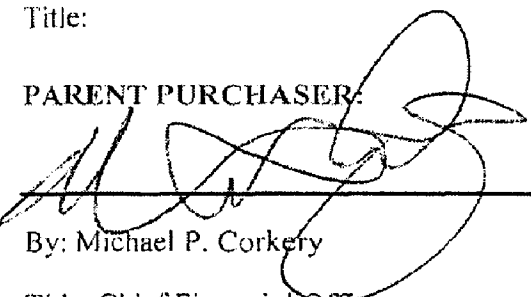
**IP PURCHASER:**

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By:

Title:

**PARENT PURCHASER:**



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By: Michael P. Corkery

Title: Chief Financial Officer

**SELLER:**

---

By:

Title:

---

By:

Title:

**HOLDING:**

---

By:

Title:

---

By:

Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**PURCHASER:**

By: Angel Hernandez

Title: Managing Officer

**IP PURCHASER:**

By: Angel Hernandez

Title: Managing Officer

**PARENT PURCHASER:**

By: Michael P. Corkery

Title: Chief Financial Officer

**SELLER:**

By: Markus Zimmermann

Title: General Counsel

**HOLDING:**

By: Markus Zimmermann

Title: General Counsel



\* \* \* The remainder of the agreement and all schedules except the following  
schedule have been redacted for confidentiality. \* \* \*

## Schedule 2.1 (iv) Patents

Number	Status of Registration	Country	Remarks
PI9914283-0	Examination	Brasil	
98809730.6	Granted on 8.9.2004	China	
99927648.8	Granted on 18.9.2002	Europe (CH, DE, ES, FR, GB, IT)	
09/762,316	Granted on 3.8.2003	USA	
99 974 256.2	Granted on 5.11.2003	Europe (CH, DE, ES, FR, GB, IT)	
99974255.4	Examination	Europe (CH, DE, ES, FR, GB, IT)	
PI 9917572-0	Examination	Brasil	
99817032.1	Examination	China	
	Examination	USA	
PI 0015882-8	Examination	Brasil	
00819 609.5	Examination	China	
00926631.3	Granted on 3.3.2004	Europe (CH, DE, ES, FR, GB, IT)	
6952159B1	Granted on 4.10.2005	USA	
00979319.1	Examination	Europe (CH, DE, ES, FR, GB, IT)	
01275046.9	Examination	Europe (CH, DE, ES, FR, GB, IT)	
WO 2004/068736 A1	Examination	Europe (CH, DE, ES, FR, GB, IT)	
WO 2004/068780 A1	Examination	Europe (CH, DE, ES, FR, GB, IT)	

**AMENDMENT TO THE  
ASSET PURCHASE AGREEMENT  
BY AND BETWEEN**

**CURRENT TECHNOLOGIES INTERNATIONAL GMBH,  
CURRENT COMMUNICATIONS INTERNATIONAL HOLDING  
GMBH, CURRENT COMMUNICATIONS GROUP, LLC, ASCOM  
POWERLINE COMMUNICATIONS AG, ASCOM HOLDING AG,  
AND ASCOM (SCHWEIZ) AG**

This AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this "*Amendment*") is entered into as of this ~~30<sup>th</sup>~~ day of April, 2006, by and between Current Technologies International GmbH, a limited liability company incorporated in Switzerland, with registered offices in Mägenwil ("*Purchaser*"), Current Communications International Holding GmbH, a limited liability company incorporated in Switzerland, with registered offices in Mägenwil ("*IP Purchaser*"), Current Communications Group, LLC, a Delaware limited liability company, with a place of business in Germantown, MD, USA ("*Parent Purchaser*"), Ascom Powerline Communications AG, a company incorporated in Switzerland, with registered offices in Bern ("*Seller*"), Ascom Holding AG, a company incorporated in Switzerland, with registered offices in Bern ("*Holding*"), and, with respect to Section 6.2(b) only, Ascom (Schweiz) AG, a company incorporated in Switzerland, with registered offices in Bern ("*Ascom CH*" and collectively, with the Purchaser, IP Purchaser, Parent Purchaser, Seller and Holding, the "*Parties*").

WHEREAS, the Parties entered into an Asset Purchase Agreement on February 21, 2006 (the "*APA*");


WHEREAS, Seller inadvertently left a patent application number blank on Schedule 2.1(iv) of the APA with respect to a patent application under examination with the United States (the "*Subject Patent*");

WHEREAS, the Subject Patent is identifiable as being grouped together with patent application numbers (under examination) 99974255.4 (Europe (CH, DE, ES, FR, GB, IT)), PI 9917572-0 (Brasil), and 99817032.1 (China);

WHEREAS, the patent application number for the Subject Patent is 10/149,003;

WHEREAS, in order to complete the blank patent application number on Schedule 2.1(iv) with respect to the Subject Patent, the Parties desire to amend Schedule 2.1(iv) to add the patent application number for the Subject Patent; and

WHEREAS, unless otherwise expressly provided herein, all capitalized terms used in this Amendment shall have the meanings set forth in the APA.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Parties to this Amendment hereby agrees as follows:

**Paragraph 1. Amendment of Schedule 2.1(iv) of the APA.** The eleventh row (including blank rows) of Schedule 2.1(iv) of the APA is hereby amended by adding "10/149,003" under the column heading "Number".

**Paragraph 2. Ratification.** In all other respects, the APA is ratified and confirmed.

**Paragraph 3. Consent.** Each Party hereto hereby consents to the execution of this Amendment by the other Parties hereto.

**Paragraph 4. Successors and Assigns.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

**Paragraph 5. Modification and Waiver.** No supplement, modification, waiver, or termination of this Amendment or any provisions hereof shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Amendment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**Paragraph 6. Governing Law.** This Amendment and the legal relations between the Parties hereto shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding international treaties such as the UN Convention on Contracts for the International Sale of Goods.

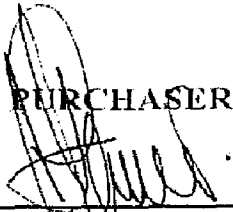
**Paragraph 7. Counterpart Execution.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

[this space intentionally left blank]

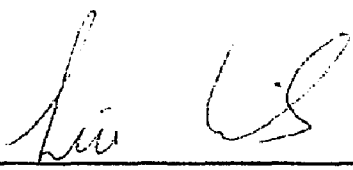
A handwritten signature, possibly reading "L. E.", is written in dark ink.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

**PURCHASER:**

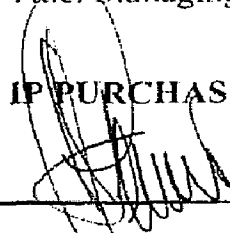
  
By: Angel Hernandez

Title: Managing Officer

  
By: Weilin Liu

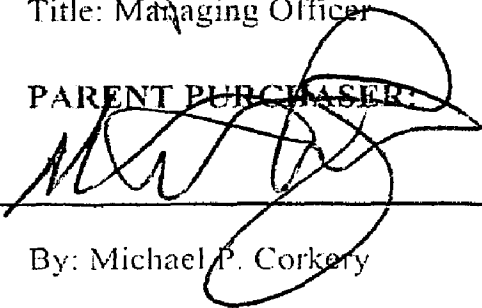
Title: Managing Officer

**IP PURCHASER:**

  
By: Angel Hernandez

Title: Managing Officer

**PARENT PURCHASER:**

  
By: Michael P. Corkery

Title: Chief Financial Officer

**SELLER:**

By: Markus Zimmermann

Title: General Counsel

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

**PURCHASER:**

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By: Angel Hernandez

Title: Managing Officer

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By: Weilin Liu

Title: Managing Officer

**IP PURCHASER:**

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By: Angel Hernandez

Title: Managing Officer

**PARENT PURCHASER:**

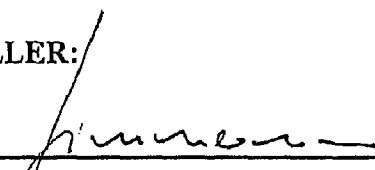
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By: Michael P. Corkery

Title: Chief Financial Officer

**SELLER:**

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By: Markus Zimmermann

Title: General Counsel

**HOLDING:**

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By: Markus Zimmermann

Title: General Counsel

**ASCOM CH:**

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By: Markus Zimmermann

Title: General Counsel