

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Encorp OldCo, Inc.	06/09/2006
<b>RECEIVING PARTY DATA</b>	
Name:	Primary Integration, LLC
Street Address:	13873 Park Center Road
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Application Number:	10683923
Patent Number:	6850074
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ATTORNEY DOCKET NUMBER:	016093-0001
NAME OF SUBMITTER:	Deepak Nambiar

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Total Attachments: 4  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "**Patent Assignment**"), effective as of March 29, 2006 ("**Effective Date**"), is entered into by and between Encorp OldCo, Inc., a Delaware corporation, for itself and on behalf of its subsidiaries and affiliates ("**Assignor**"), and Primary Integration, LLC, a limited liability company organized under the laws of Virginia (the "**Assignee**").

**WHEREAS**, Assignor and Assignee entered into an Asset Purchase Agreement dated March 24, 2006 (the "**Purchase Agreement**"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all intellectual property rights of the Assignor relating to the Products and Business, including, without limitation, all inventions, patent applications and patents relating to the Products and Business. Capitalized terms used in this Patent Assignment, but left undefined, shall take the meaning assigned to it in the Purchase Agreement.

**WHEREAS**, Assignor now desires to assign all of Assignor's rights, title and interest in and to all inventions (including, the "**Invention**" as defined below) patents and patent applications to the Assignee, which assignment Assignee desires to accept.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, intending to be legally bound, the parties agree as follows:

1. **Invention Defined.** As used in this Patent Assignment, "**Invention**" shall mean all inventions owned and/or developed by Assignor relating to the Products and Business (including, its employees and independent contractors), and all patents and patent applications corresponding to such inventions (including such patents or patent applications listed hereto in Schedule A), including without limitation, any provisional, non-provisional, continuation, continuation-in-part, division, renewal, extension, substitute, reexamination, reissue thereof, all treaty and convention rights and all rights of priority arising from the aforesaid application, all United States, international and foreign patent applications claiming priority therefrom, all United States, international and foreign patents, utility models, invention registrations or any other form of legal protection issuing thereon, and all rights to sue for past, present, or future infringement.

2. **Assignment.** Assignor hereby sells, assigns and transfers to the Assignee its entire right, title, and interest in and to the Invention (throughout the world and in perpetuity), and Assignee accepts this assignment.

3. **Acknowledgement.** Assignor acknowledges that the Assignee shall have the right to make application for and to receive Letters Patent for the Invention in any country throughout the world, and to receive Letters Patent in their name covering the Invention.

4. **Assignee's Rights.** Assignee shall have the right to use the Invention in any manner it deems fit, including, without limitation, the right to sublicense, convey, transfer, exploit, or sell its interest in the Invention in favor of any third party.

5. **Representations and Warranties.** Assignor represents and warrants that: (i) it is the sole owner of the Invention and it has full power and authority to enter into this Patent Assignment, (ii) this Patent Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with its terms hereof, (iii) it has not previously assigned or licensed any right or interest in the Invention to any third party, (iv) it is under no obligation to assign or license any right or interest in the Invention to any third party, (v) the Invention is not covered by any lien, claim, encumbrance, security interest or any shared rights, nor does it not have any restrictions on its transfer, (vi) all employees, independent contractors and/or any other creators have assigned all rights that they may have in the Invention to the Assignor, and

(vii) the entry into this Patent Assignment does not breach any agreement between the Assignor and any third party.

6. Further Assurances. Assignor agrees to cooperate in executing any further documents necessary for recordation in any governmental office or agency and/or to otherwise give effect to the purpose of this Patent Assignment, including, without limitation, complying with all requests and instructions, and any requests for documentation required by any patent office, and promptly executing and delivering all documents requested by Assignee and required by such patent office. Assignor agrees that it shall be responsible for all costs and expenses incurred by either party pursuant to this Section 6, including, without limitation, in connection with any filing and recording of any assignment, change of name or change of ownership required to place Assignee as the applicant or registered owner of all right, titles and interest in and to the Invention in the United States or any other country.

7. Successors. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

8. Counterparts. This Patent Assignment may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

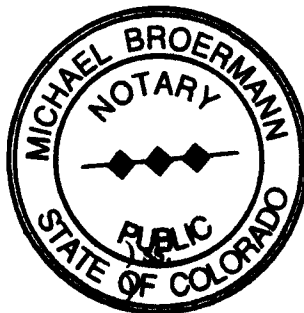
9. Choice of Law. To the extent that state law controls this Patent Assignment over U.S. Federal law, this Patent Assignment shall be governed by, and construed in accordance with, the internal law of the Commonwealth of Virginia, without reference to its conflict of law principles. Each of the parties to this Patent Assignment waives any objections against and agrees to submit to the personal jurisdiction of the state and local courts of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Patent Assignment to be executed as of the date written above.

(SIGNATURE PAGE FOLLOWS)

ASSIGNOR: ENCORP OLDSCO, INC (for itself, and on behalf of its subsidiaries and affiliates).

By: [Signature]  
Its: Liquidation Trustee



State of Colorado County of Douglas  
Subscribed and sworn before me on 6-07-2006  
(Date)  
[Signature]  
(Notary Signature)

STATE OF Colorado  
COUNTY OF Douglas

On this 9 day of June, 2006, before me personally came D.R. Johnson, to me known to be the individual described in and who executed foregoing instrument.

[Signature]  
Notary Public

ASSIGNEE: PRIMARY INTEGRATION, LLC

[Signature]  
By: \_\_\_\_\_

Its: CEO

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

) ss:  
)

On this 16<sup>th</sup> day of JUNE, 2006, before me personally came SHARIAR ZANGI to me known to be the individual described in and who executed foregoing instrument.

[Signature]  
Notary Public

**SCHEDULE A  
TO  
PATENT ASSIGNMENT**

**INVENTION**

U.S. Patent No. 6,850,074 for a "System and Method for Island Protection" by Adams et al.

U.S. Patent Application Serial No. 10/683,920 for "Voltage Sensing Device and Associated Method" by Birlingmair et al.

U.S. Patent Application and any corresponding patent for a "Transformer Temperature Dependence Cancellation Circuit."