

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

02-27-2007



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PI

103375989

thereof.

113013 U.S. PTO
11/701896

020207

1. Name of conveying party(ies):

Charles E. Burns (executed January 21, 2005)
David P. Garner (executed January 21, 2005)
Limin Wang (executed January 21, 2005)
Gary R. Ware (executed January 24, 2005)

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

2. Name and address of receiving party(ies)

Name: American Power Conversion Corporation

Internal Address: 132 Fairgrounds Road, West Kingston, RI 02892

Street Address: Same as Above

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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 February 2, 2007.

A. Patent Application No(s):

B. Patent No(s):

Additional numbers attached? Yes No

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

Name: T.J. Clark
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 18133-354.

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.

T.J. Clark, Reg. No. 54,039

February 2, 2007

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:
MAIL STOP ASSIGNMENT RECORDATION SERVICES
DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE
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40.00 OP

Express Mail Label No.: EV 695513769 US
Date of Deposit: 2/2/07

Attorney Docket No.: 18133-354

Express Mail Label No. EV 230286608 US
Date of Deposit: January 28, 2005

Attorney Docket No. 18133-236

ASSIGNMENT

We, **Charles E. Burns** of Lake Saint Louis, MO; **David P. Garner** of Ellisville, MO; **Limin Wang** of O'Fallon, MO; and **Gary R. Ware** of Newton, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **AMERICAN POWER CONVERSION CORPORATION**, a Massachusetts corporation, with offices at 132 Fairgrounds Road, West Kingston, RI 02892, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

BATTERY MANAGEMENT

filed with the U.S. Patent and Trademark Office July 1, 2004 as Serial No. 10/882,487, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: Jan 21, 2005



Charles E. Burns

State of Missouri
County of Jefferson

On this the 21st day of Jan, 2005, before me, the undersigned Notary Public, personally appeared Charles E. Burns, and proved to me through satisfactory evidence of identity, which was Dr License, to be the person whose name is signed on the attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public

My commission expires May 30, 2006

Date: Jan 21, 2005

David P. Garner
David P. Garner

State of Missouri
County of Jefferson

On this the 21st day of Jan, 2005, before me, the undersigned Notary Public, personally appeared David P. Garner, and proved to me through satisfactory evidence of identity, which was Drivers License, to be the person whose name is signed on the attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Samela S. West
Notary Public
My commission expires May 30, 2006

Date: Jan 21, 2005

Limin Wang
Limin Wang

State of Missouri
Country of Jefferson

On this the 21st day of Jan, 2005, before me, the undersigned Notary Public, personally appeared Limin Wang, and proved to me through satisfactory evidence of identity, which was Drivers License, to be the person whose name is signed on the attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Samela S. West
Notary Public
My commission expires May 30, 2006

Date:

Gary R Ware 24-Jan-05
Gary R. Ware

State of Missouri
County of Jefferson

On this the 24th day of January, 2005, before me, the undersigned Notary Public, personally appeared Gary R. Ware, and proved to me through satisfactory evidence of identity, which was Driver's License, to be the person whose name is signed on the attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Samuel S. Wuest
Notary Public

My commission expires May 30, 2006

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