

Form PTO-1595 (Rev. 01-09)  
OMB No. 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Public Service Company of New Mexico

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 8, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Gathen Garcia

Internal Address: \_\_\_\_\_

Street Address: 1708 34th Street SE

City: Rio Rancho

State: New Mexico

Country: USA Zip: 87124

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

### 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No. (s)

6,895,373

6,912,487

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Annabelle Quintana

Internal Address: Alvarado Square, MS 2723

Street Address: 414 Silver Ave. SW

City: Albuquerque

State: New Mexico Zip: 87158

Phone Number: (505) 241-0733

Fax Number: (505) 241-6584

Email Address: Annabelle.Quintana@pnmresources.com

### 6. Total number of applications and patents involved: 2

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Annabelle Quintana  
Signature

February 4, 2009  
Date

Annabelle Quintana - PNMR Services Company, as agent for PNM  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$80.00 6895373

**ASSIGNMENT**

THIS ASSIGNMENT of Letters Patent is from the Public Service Company of New Mexico ("PNM" or "Assignor"), a New Mexico corporation, to Gathen Garcia ("Assignee"), whose addresses is set forth on the signature page hereof.

WHEREAS, PNM through its policies and agreements with its employees, was assigned certain inventions conceived and reduced to practice by its employees during the course of their employment, for which PNM filed patent applications with the United States Patent and Trademark Office, and for which Letters Patent were issued as described below:

<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Letters Patent</u>	<u>Date of Issuance</u>
09/545,455	April 7, 2000	6,912,487	June 28, 2005

Title  
**UTILITY STATION AUTOMATED DESIGN SYSTEM AND METHOD**

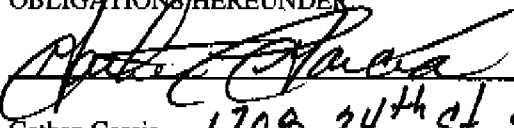
WHEREAS, PNM now desires to assign all its rights, title, and interests in the Patent Application and Letters Patent to Assignee;

NOW, THEREFORE, PNM and Assignee agree as follows:

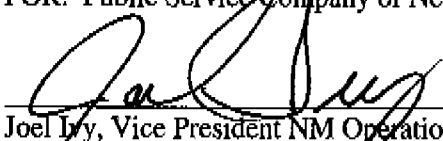
PNM does hereby assign and transfer unto Assignee all its right, title, and interest in and to: (a) the invention(s) described in the Patent Application(s) and Letters Patent described above; (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, and data which is related to the aforesaid invention(s) and/or that is included in the Patent Application(s) and/or issued Letters Patent, whether or not covered by the Patent Application(s) or Letters Patent; (c) all rights in the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; and (d) to the extent PNM owns the same under its policies and practices, all improvements to the invention(s) described in the Patent Application(s) hereafter made or invented by PNM (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Applications.

For the purpose of enabling Assignee, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, PNM shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose, at Assignee's expense.

THE ASSIGNEE ACKNOWLEDGE BY HIS SIGNATURE HERETO THAT HE HAS READ THE FOREGOING, UNDERSTANDS ITS CONTENTS AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF HIS CHOOSING CONCERNING HIS RIGHTS AND OBLIGATIONS HEREUNDER.

  
Gathen Garcia, 1708 34<sup>th</sup> St SE Rio Rancho, NM 87124  
address

FOR: Public Service Company of New Mexico

  
Joel Ivy, Vice President NM Operations

1/8/2009  
Date **PATENT**

REEL: 022203 FRAME: 0691

STATE OF NEW MEXICO       )  
                                      )  
COUNTY OF BERNALILLO    )

ss.

The foregoing instrument was subscribed and acknowledged before me, this 8<sup>TH</sup> day of January, 2009 by Joel Ivy, Vice President of NM Operation for the Public Service Company of New Mexic

Melanie N. Briseño  
Notary Public

My Commission Expires:

3/15/09

Seal:



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<b><u>Patent Application</u></b>	<b><u>Application Filing Date</u></b>	<b><u>Letters Patent</u></b>	<b><u>Date of Issuance</u></b>
09/984,374	October 30, 2001	6,895,373	May 12, 2005

**Title**  
**UTILITY STATION AUTOMATED DESIGN SYSTEM AND METHOD**

WHEREAS, PNM now desires to assign all its rights, title, and interests in the Patent Application and Letters Patent to Assignee;

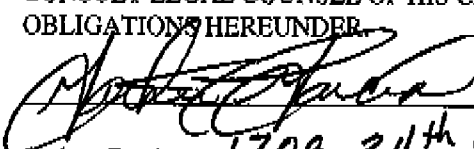
NOW, THEREFORE, PNM and Assignee agree as follows:

PNM does hereby assign and transfer unto Assignee all its right, title, and interest in and to: (a) the invention(s) described in the Patent Application(s) and Letters Patent described above; (b) any technical information, know-how, trade secret, process, procedure, composition, device, method, formula, protocol, technique, software, design, and data which is related to the aforesaid invention(s) and/or that is included in the Patent Application(s) and/or issued Letters Patent, whether or not covered by the Patent Application(s) or Letters Patent; (c) all rights in the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; and (d) to the extent PNM owns the same under its policies and practices, all improvements to the invention(s) described in the Patent Application(s) hereafter made or invented by PNM (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Applications.

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Gathen Garcia,

 1/8/2009  
1708 34<sup>th</sup> St SE, Rio Rancho, NM 87124  
address

FOR: Public Service Company of New Mexico

  
Joel Ivy, Vice President NM Operations

1/8/2009  
Date **PATENT**

REEL: 022203 FRAME: 0693

STATE OF NEW MEXICO       )  
  )  
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Melanie N. Briseño  
Notary Public

My Commission Expires:

3/15/09

Seal:

