# Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY DATA							
Name Execution Date							
Areva T&D Inc. 06/30/2008							
RECEIVING PARTY DATA							
Name:	NovaTech L.L.						
Street Address:	1720 Molasses Way						
City:	Quakertown						
State/Country:	PENNSYLVANIA						
Postal Code:	18951						
PROPERTY NUMBERS Total: 2							
Property Type		Number					
Patent Number: 64		64963	196342				
Patent Number: 6654		66542	216				
CORRESPONDENCE DATA							
Fax Number: (302)778-2600   Correspondence will be sent via US Mail when the fax attempt is unsuccessful.							
Phone: 302-778-2500							
Email: jrayfield@ratnerprestia.com							
Correspondent Name: Rex A. Donnelly   Address Line 1: 1007 Orange Street							
Address Line 4: Wilmington, DELAWARE 19801							
ATTORNEY DOCKET NUMBER:			NOVA-902				
NAME OF SUBMITTER:			Rex A. Donnelly				
Total Attachments: 3 source=Assignment 3#page1.tif source=Assignment 3#page2.tif source=Assignment 3#page3.tif							
500803909 PATENT 500803909 REEL: 022368 FRAME: 0925							

#### Patents and Trademarks Assignment Deed

Made this 30th day of June 2008, by and between AREVA T&D Inc., a company incorporated under the Laws of the State of New York, having its principal place of Business, 1 International Plaza, Suite 300, Philadelphia PA, 19113, (the "Assignor"), and NovaTech L.L.C, a company incorporated under the laws of the Commonwealth of Kansas, having its headquarters at 1720 Molasses Way, Quakertown, PA, 18951, (the "Assignee")

Assignor and Assignee hereinafter also individually referred to as "Party" or, collectively, as "Parties"

### WITNESSTH

WHEREAS Assignor is the owner of the Patents, Trademarks, and registrations for those Trademarks, as detailed in Appendix 1

WHEREAS as part of an asset transfer agreement entered into on 21 May 2008 (hereinafter referred to as the "Asset transfer Agreement"), Assignor agreed to assign the Patents and Trademarks to Assignee.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties intending to be legally bound, agree as follows:

#### Section 1 - Assignment

The Assignor hereby assigns to Assignee all its right, title and interest in and to the patents granted by the United States Patent and Trademark Office (USPTO) listed in Appendix 1 of this agreement (hereinafter Patents), and the trademarks and U.S. registrations for those trademarks listed in Appendix 1 of this agreement (hereinafter Trademarks), along with the goodwill of the Assignor in relation to the measurement business in which the Trademarks are used, as further defined in the Asset Transfer Agreement, including, without limitation, the right to bring proceedings and seek remedies for infringement of the Patents and Trademarks prior to the date hereof, together with all obligations in relation to the Patents and Trademarks.

#### Section 2 - Recording

Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, associated with the perfection of rights, title, and interest in and to the Patents and Trademarks, provided however, that Assignor shall, upon Assignee's written request and at Assignee's own costs, execute all documents and instruments, and do all lawful acts, in each case as may be reasonably necessary to perfect Assignee's rights, title, and interest in and to the Patents in and to the Patents and Trademarks.

#### Section 3 – Representations and Warranties

Assignor makes no representation or warranty regarding the validity or enforceability of the Patents and Trademarks except as stated below.

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Assignor represents that it owns the Patents and Trademarks free and clear of any liens or encumbrances, the same have been duly filed and registered with the applicable federal office, and that the transfer of such Patents and Trademarks does not require the consent of any third party, nor is there, to the best knowledge of Nominated Persons as defined in the Asset Transfer Agreement, any license agreement or any other arrangement with any third party in connection with the same.

#### Section 4 – Liability

Notwithstanding anything to the contrary in the Asset Transfer Agreement, Assignor shall not have any liability whatsoever, in respect of any past or future infringement or alleged infringement of Patents and Trademarks or other rights of third parties. Neither Assignor nor Assignee shall be liable under this Agreement, whether in contract, tort (including negligence and strict liability) or otherwise, for any special, indirect, incidental, punitive, consequential damages, or for loss of profits, loss of use or loss of contracts.

#### Section 6 - Governing Law and Jurisdiction

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its choice of law rules.

6.2 All disputes arising out of or in connection with this Agreement which the Parties fail to settle amicably, shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the "AAA" (American Association of Arbitration), by three arbitrators to be appointed in accordance with said Rules, unless the Parties agree on the name of a sole arbitrator. The arbitration language is English.

#### Section 7 – Effective Date

This Deed of Assignment shall become effective upon 30 June 2008.

#### Section 8 - Severability

Should any of the provisions of this Agreement be or become fully or in part invalid or unenforceable, the other provisions of this Agreement shall remain valid. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision the economic effect of which comes as close as legally possible to that of the invalid provision. The same shall apply, *mutatis mutandi*, should this Agreement turn out to have a gap.

Made in two (2) original on this 30 June 2008

Nova Tech L.L.C

Howash

Vincent Horvath

AREVA T&D Inc. Anne-Laure Gosset

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# Appendix 1

# **Description of Patents and Registered Trademarks**

# Patents:

- 1. U.S. Patent No. 6,496,342: "Distributed Monitoring and Protection System for a Distributed Power Network", Dec. 17, 2002
- 2. U.S. Patent No. 6,654,216: "Distributed Monitoring and Protection System for a Distributed Power Network", Nov. 25, 2003

# Trademarks:

Mark	U.S. Registration No.	Registration Date	
6	1,734,533	Nov. 24, 1992	
BITRONICS	2,020,198	Dec. 3, 1996	
POWERPLEX	2,122,623	Dec. 23, 1997	

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**RECORDED: 03/11/2009**