

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wilfred Frey	03/24/2005
RECEIVING PARTY DATA	
Name:	Always "On" UPS Systems Inc.
Street Address:	1 - 150 Campion Rd.
City:	Kelowna
State/Country:	CANADA
Postal Code:	V1X 7S8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11347248
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NAME OF SUBMITTER:	Richard A. Johnson
Total Attachments: 2 source=A4500014_Assignment#page1.tif source=A4500014_Assignment#page2.tif	

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PATENT
REEL: 022595 FRAME: 0737

ASSIGNMENT

WHEREAS I, **Wilfred FREY** ("Assignor"), of #1 - 150 Campion Road, Kelowna, British Columbia, Canada, V1X 7S8, am the inventor of certain inventions or improvements described and claimed in Canadian patent application No. 2,496,365 filed on 4 February 2005 and entitled:

PANEL AND BREAKER FOR DISTRIBUTING UPS POWER

AND WHEREAS, **Always "On" UPS Systems Inc.**, ("Assignee") whose full post office address is #1 - 150 Campion Road, Kelowna, British Columbia, Canada, V1X 7S8, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under all Letters Patent which may be granted on or as a result thereof in all countries;

NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the Assignor, do hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and I assign to and authorize the Assignee to file in my name applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me, had this assignment, sale and transfer not been made;

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and I agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND I hereby authorize and request the Commissioner of Patents of Canada and any official of any country or countries foreign to Canada whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Kelowna, BC, Canada this 24 day of

(city)

(province/state)

(country)

(date)

March, 2005.


Wilfred FREY

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

Always "On" UPS Systems Inc.

(C/S)

By: 

Title: President

Date: March 24, 2005