

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Trust Documents
CONVEYING PARTY DATA	
Name	Execution Date
Christina Cowherd	08/03/2009
RECEIVING PARTY DATA	
Name:	COMET AG Vacuum Capacitors
Street Address:	Herrengasse 10 P.O. Box 141 CH-3175
City:	Flamatt
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6473289
CORRESPONDENCE DATA	
Fax Number:	(408)374-7041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(408) 374-7035
Email:	kevin.roe@att.net
Correspondent Name:	Kevin Roe
Address Line 1:	155 E. Campbell Ave Suite 203
Address Line 4:	Campbell, CALIFORNIA 95008
ATTORNEY DOCKET NUMBER:	CH01
NAME OF SUBMITTER:	Kevin Roe
Total Attachments: 17 source=Assignment_signed_080309#page1.tif source=OwnershipChain_Documents#page1.tif source=OwnershipChain_Documents#page2.tif source=OwnershipChain_Documents#page3.tif source=OwnershipChain_Documents#page4.tif source=OwnershipChain_Documents#page5.tif	

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Assignment of Rights: Patent

Christina Cowherd, Trustee of the Cowherd 1994 Family Trust of Earl Cowherd, ("Assignor") is the owner of the patented invention entitled "Vacuum Variable Capacitor," as described in the U.S. Patent 6,473,289, U.S. Patent and Trademark Office Serial Number 09/690,699, filed October 16, 2000, (the "Patent"). COMET AG Vacuum Capacitors with an address at Herrengasse 10, P.O. Box 141, CH-3175 Flamatt, Switzerland ("Assignee") desires to acquire all rights in and to the Patent (and any reissues, reexaminations, or substitutes) that may be granted.

Therefore, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of her right, title, and interest in the invention and the Patent to the Assignee for the entire term of the issued Patent and any reissues, reexaminations, or substitutes that may be granted.

Assignor authorizes the United States Patent and Trademark Office to record the assignment of the Patent to Assignee according to the percentage interest indicated in this assignment. The right, title and interest are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) execute, verify, acknowledge and deliver all such further papers, including instruments of transfer; and (b) perform such other acts as Assignee lawfully may request to obtain or to maintain the Patent for the invention at the expense of the Assignee.

Assignor: Christina Cowherd, Trustee Date: 8/3/09
Christina Cowherd, Trustee

CERTIFICATION OF TRUST

(CALIFORNIA PROBATE CODE SECTION 18100.5)

The undersigned declarant, CHRISTINA COWHERD, declares under penalty of perjury that the statements included below are true and correct:

1. This Certification of Trust is in reference to THE COWHERD 1994 FAMILY TRUST dated November 15, 1994, as amended (for Administration).
2. EARL L. COWHERD, who was a trustee and a Grantor (referred to sometimes as grantor or settlor) of this trust died on February 3, 2007. A copy of the Death Certificate is attached and incorporated by this reference.
3. The current trustee name and address is:

CHRISTINA COWHERD
[REDACTED]
[REDACTED]

4. Name of Trust: THE COWHERD 1994 FAMILY TRUST
5. Date of Trust: November 15, 1994
6. Trust is irrevocable and may not be revoked.
7. The tax identification number for this trust is: [REDACTED]
8. Title to assets transferred to this trust should be taken as follows:

"CHRISTINA COWHERD, Trustee, or her successor(s) in interest, of the COWHERD 1994 FAMILY TRUST, created November 15, 1994, as amended."

9. The trust is currently in full force and effect. The trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
10. Attached to this Certification of Trust and incorporated by this reference are selected provisions of the trust showing:
 - Creation of the Trust
 - Nomination of Successor Trustees
 - Powers of the Trustees
 - Signature Pages
11. The trust provisions that are not attached to this Certification of Trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
12. The person/entity signing this Certification of Trust is currently the acting Trustee of the trust and declares that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury. This Certification of Trust complies with (California Probate Code Section 18100.5).

Certification of Trust

Page 1 of 2

13. This Certification of Trust is dated February 29, 2008.

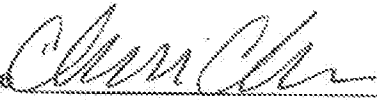

CHRISTINA COWHERD, Trustee

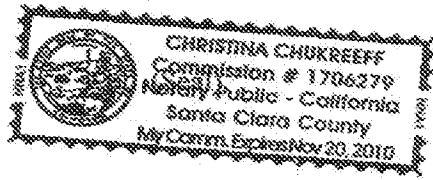
State of California)
County of Santa Clara)

On February 29, 2008 before me, Christina Chukreeff, a Notary Public, personally appeared CHRISTINA COWHERD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Second Amendment to the
Amended and Restated Trust Agreement
Of the Cowherd 1994 Family Trust

TO: Earl L. Cowherd, Trustee of the Cowherd 1994 Family Trust, which was originally executed on November 15, 1994, the Amended and Restated Trust Agreement of which was executed on October 11, 2000, the First Amendment to which was executed on February 25, 2005, and the latest Amended and Restated Trust Agreement of which was executed on July 11, 2005.

The undersigned, the Trustor of the Cowherd 1994 Family Trust, originally executed on November 15, 1994, the Amended and Restated Trust Agreement of which was executed on October 11, 2000, the First Amendment to which was executed on February 25, 2005, and the latest Amended and Restated Trust Agreement of which was executed on July 11, 2005, hereby notifies you that, pursuant to his rights under Section 19.2 of said Amended and Restated Trust Agreement dated July 11, 2005, he hereby amends the Amended and Restated Trust Agreement in the following manner:

Sections 5., 5.1, and 5.2, on pages 2 and 3 of the Amended and Restated Trust Agreement dated July 11, 2005, are revoked, and the following is substituted in their place:

5. Payments to Beneficiaries After Trustor's Death. On the death of the Trustor, the trust estate shall be held, administered and distributed as follows:

5.1.(a) The Trustee shall continue to hold the Trustor's shares of [REDACTED] in trust, for the benefit of Christina Cowherd, until [REDACTED] is sold, which sale is to take place at the discretion of the Trustee. Upon the sale of Trazar, and the Trustee's receipt of proceeds distributed to the Trust for its shares of [REDACTED], the Trustee is to distribute the proceeds to Christina Cowherd, free of trust.

(b) The Trustee shall distribute title to the Trustor's residence at [REDACTED] [REDACTED] California, to Christina Cowherd, free of trust. However, if [REDACTED] is the Trustor's fiancé or spouse at the time of the Trustor's death, and is residing in the residence, then the distribution of title to the residence to Christina Cowherd shall be subject to the right of [REDACTED] to continue to reside in the home, for the balance of her lifetime, rent free, so long as she maintains the property, insures it for its full replacement value, and pays the real property taxes.

(c) The Trustee shall distribute the balance of the trust estate to Christina Cowherd, free of trust.

5.2. If the foregoing beneficiaries predeceases the Trustor, the trust estate shall be distributed one-half to [REDACTED] and one-half to [REDACTED]

██████████, if living, or, if not, to the heirs at law of the Trustor in the manner provided under the intestacy laws of the State of California.

Section 12(a), on pages 6 and 7 of the Amended and Restated Trust Agreement dated July 11, 2005 is revoked, and the following is substituted in its place:

12. Powers. To carry out the purposes of the trust and subject to the limitations stated herein, the Trustee is vested with the following powers with respect to the trust estate, in addition to those powers now or hereafter conferred by law:

(a) To continue to hold any property and to operate at the risk of the trust estate any business received or acquired under the trust, and for this purpose to guarantee the indebtedness of any such business, as long as the Trustee shall deem advisable.

Section 15, on pages 12 and 13 of the Amended and Restated Trust Agreement dated July 11, 2005 is revoked, and the following is substituted in its place:

15. Successor Trustee. If the Trustee named above is unable or unwilling to act as Trustee, then Christina Cowherd shall serve as Trustee. If she is unable or unwilling to act, then the Trust Department of Wells Fargo Bank shall serve as Trustee. Notwithstanding the foregoing and any other terms of this Agreement, Christina Cowherd shall act as Trustee in the matter of ██████████ management interest. No trustee named herein shall be required to furnish any bond. All authority and power, including discretionary power, shall be applicable to and pass to any successor Trustee.

In all other respect, this First Amendment to the Amended and Restated Trust Agreement of the Cowherd 1994 Family Trust, subject to the unmodified portions of any prior amendments, is confirmed as signed on November 15, 1994.

Executed on May 4th, 2007, at Los Gatos, California.

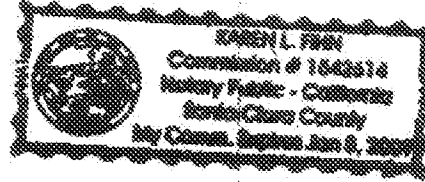
Earl L. Cowherd
EARL L. COWHERD

State of California)
County of Santa Clara)

On May 4, before me, Karen L. F. [unclear], Notary, personally appeared Earl L. Cowherd, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted executed the instrument.

Witness my hand and official seal.

[Handwritten signature]



First Amendment to the
Amended and Restated Trust Agreement
Of the Cowherd 1994 Family Trust

TO: Earl L. Cowherd, Trustee of the Cowherd 1994 Family Trust, which was originally executed on November 15, 1994, the Amended and Restated Trust Agreement of which was executed on October 11, 2000, the First Amendment to which was executed on February 25, 2005, and the latest Amended and Restated Trust Agreement of which was executed on July 11, 2005.

The undersigned, the Trustor of the Cowherd 1994 Family Trust, originally executed on November 15, 1994, the Amended and Restated Trust Agreement of which was executed on October 11, 2000, the First Amendment to which was executed on February 25, 2005, and the latest Amended and Restated Trust Agreement of which was executed on July 11, 2005, hereby notifies you that, pursuant to his rights under Section 19.2 of said Amended and Restated Trust Agreement dated July 11, 2005, he hereby amends the Amended and Restated Trust Agreement in the following manner:

Sections 5., 5.1, and 5.2, on pages 2 and 3 of the Amended and Restated Trust Agreement dated July 11, 2005, are revoked, and the following is substituted in their place:

5. Payments to Beneficiaries After Trustor's Death. On the death of the Trustor, the trust estate shall be held, administered and distributed as follows:

5.1.(a) The Trustee shall continue to hold the Trustor's shares of [REDACTED] in trust, for the benefit of [REDACTED] and Christina Cowherd, until Trazar is sold, which sale is to take place as soon after the death of the Trustor as is reasonable. Upon the sale of Trazar, and the Trustee's receipt of proceeds distributed to the Trust for its shares of Trazar, the Trustee is to distribute one-half of said proceeds to [REDACTED] and one-half to Christina Cowherd, free of trust.

(b) The Trustee shall distribute the balance of the trust estate to Christina Cowherd, free of trust.

5.2. If either of the foregoing beneficiaries predeceases the Trustor, the trust estate shall be distributed to the survivor.

5.3. If both of the foregoing beneficiaries predecease the Trustor, the trust estate shall be distributed to [REDACTED], if he is then living, or if he is not, to the heirs at law of the Trustor in the manner provided under the intestacy laws of the State of California then in effect.

Section 12(a). on pages 6 and 7 of the Amended and Restated Trust Agreement dated July 11, 2005 is revoked, and the following is substituted in its place:

12. Powers. To carry out the purposes of the trust and subject to the limitations stated herein, the Trustee is vested with the following powers with respect to the trust estate, in addition to those powers now or hereafter conferred by law:

(a) To continue to hold any property and to operate at the risk of the trust estate any business received or acquired under the trust, and for this purpose to guarantee the indebtedness of any such business, as long as the Trustee shall deem advisable. The Trustee shall retain the current Executive Management Team of Trazar, which is currently being offered for sale, and which should be sold as soon after the Trustor's death as is reasonably possible, until it is sold. Until its sale or other disposition, the Trustee shall allow the Executive Management Team to manage and operate the Trustor's business in their discretion and the Trustee shall be indemnified and held harmless from the Executive Management Team's actions.

Section 15. on pages 12 and 13 of the Amended and Restated Trust Agreement dated July 11, 2005 is revoked, and the following is substituted in its place:

15. Successor Trustee. If the Trustee named above is unable or unwilling to act as Trustee, then Christina Cowherd shall serve as Trustee. If she is unable or unwilling to act, then the Trust Department of Wells Fargo Bank shall serve as Trustee. Notwithstanding the foregoing and any other terms of this Agreement, both Christina Cowherd and [redacted] shall act as Trustee in the matter of Exemplar's management interest. No trustee named herein shall be required to furnish any bond. All authority and power, including discretionary power, shall be applicable to and pass to any successor Trustee.

In all other respect, this First Amendment to the Amended and Restated Trust Agreement of the Cowherd, 1994 Family Trust, subject to the unmodified portions of any prior amendments, is confirmed as signed on November 15, 1994.

Executed on June 3, 2006, at Aerwood City, California.

Earl L. Cowherd
EARL L. COWHERD

State of California)
County of San Mateo)

On June 3, 2006, before me, Zic P. Pajane, Notary, personally appeared Earl L. Cowherd, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument,

AMENDED AND RESTATED TRUST AGREEMENT

EARL L. COWHERD ("Trustor") and EARL L. COWHERD ("Trustee") of the COWHERD 1994 FAMILY TRUST dated November 15, 1994, as amended and restated in its entirety on October 11, 2000, and as further amended by that First Amendment dated February 25, 2005, hereby further amends and restates the Trust, in its entirety, as follows, and as so amended and restated it shall remain in full force and effect:

1. Transfer. The Trustor conveys, assigns and transfers to the Trustee the property previously transferred to the Trust and as described in Exhibit A attached, the receipt of which is acknowledged by the Trustee, in trust, to hold, manage and distribute as set forth in this Agreement.

2. Property. The Trustee shall hold, manage, invest and reinvest the property received herein and any additional property that may be received or purchased by the Trustee as such, and the Trustee shall collect and receive the income therefrom.

3. Payments During Trustor's Lifetime. During the lifetime of the Trustor, the Trustee shall pay to or apply for the benefit of the Trustor:

(a) All of the net income in quarterly or more frequent installments;

(b) As much of the principal as the Trustee deems appropriate for the health, support or maintenance of the Trustor, taking into account the Trustor's accustomed standard of living; and

(c) As much of the principal as the Trustor may request.

4. Distribution of Personal Property to Beneficiaries After Trustor's Death. On the death of the Trustor, the Trustee shall distribute the Trustor's personal effects in accordance with the attached Personal Property Memorandum; however, if no such Personal Property Memorandum exists, then the Trustor's personal effects shall be distributed pursuant to paragraph 5.

5. Payments to Beneficiaries After Trustor's Death. On the death of the Trustor, the trust estate shall be held or distributed as follows:

5.1. The Trustee shall apportion and divide the balance of the trust estate into as many equal shares as there are children of the Trustors then living and children of the Trustors then deceased leaving issue then living. The Trustee need not specifically segregate or divide the trust estate except to the extent necessary to make distributions. One such equal share shall be set aside for the benefit of each of the Trustors' children then living and shall constitute a separate trust. One such equal share shall be set aside for the benefit of the

living issue by right of representation of each of the Trustors' children who may then be deceased having left issue then living, and it shall be further apportioned and divided into as many shares as there are such living issue, with each such apportioned share constituting a separate trust. The Trustee shall apply and distribute the net income and principal of each of the trust estates so set aside as follows:

(a) Each trust estate set aside for a beneficiary who has attained age fifty (50) shall be distributed to that beneficiary free and discharged of any trust provisions;

(b) The Trustee shall pay to or apply for the benefit of each beneficiary of each trust estate so much of the net income and principal of that trust estate as the Trustee shall deem reasonably necessary for the health, education, support or maintenance of that beneficiary;

(c) When each beneficiary attains age fifty (50), all of the remaining principal and accumulated income of that beneficiary's trust estate shall be distributed by the Trustee to that beneficiary free and discharged of any trust provisions;

(d) If any beneficiary dies prior to attaining age fifty (50) without leaving living issue, the undistributed principal and income of that beneficiary's trust estate shall be added equally to the share set aside for the

benefit of MARK L. COWHERD or CHRISTINA F. COWHERD, to be held, administered and distributed as a part of such other shares, including both the distributed and undistributed portions of each such share; and

(e) If any beneficiary dies prior to attaining age fifty (50) leaving living issue, the undistributed principal and income of that beneficiary's trust estate shall be held, administered and distributed to that beneficiary's living issue as provided in subparagraphs (a) through (d) above.

5.2. If all the foregoing beneficiaries predecease the Trustor, the trust estate shall be distributed to MICHAEL J. COWHERD and his living issue by right of representation if he is then deceased and if all deceased, the heirs at law of the Trustor in the manner provided under the intestacy laws of the State of California in effect on the date of the Trustor's death.

6. Survival. For the purposes of this Agreement, a beneficiary shall not be deemed to have survived the Trustor if that beneficiary dies within three (3) months after the death of the Trustor.

7. Expenses. The Trustee shall pay first from trust income, or from principal if necessary, taxes, assessments and

other expenses of administering the trust estate. Income taxes on capital transactions shall be paid out of principal.

8. Prohibition Against Assignment. No money or property payable or distributable under the trust shall be pledged, assigned, transferred, sold or in any manner whatever anticipated, charged or encumbered by any beneficiary or be in any manner liable in the possession of the Trustee for the debts, contracts, obligations or engagements of any beneficiary, voluntary or involuntary, or for any claims, legal or equitable, against any beneficiary.

9. Discretionary Payments. In exercising any power granted with respect to discretionary payments of income or principal to or for the benefit of any beneficiary of the trust, the Trustee may consider other income or resources of the beneficiary known to the Trustee to be reasonably available to the beneficiary, and the Trustee may rely on the written statement of the beneficiary as to other available income or resources.

10. Minor Beneficiary. The Trustee may make payments to a minor by making payments to (a) the Guardian of that minor's person or estate, (b) a custodian of property held for the minor's benefit under the Uniform Gifts or Transfers to Minors Act of any state until an age to be designated by the Trustee, (c) any suitable person with whom the minor resides, or (d) the

21.3. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules.

DATED: 7/11/05

Earl L. Cowherd
EARL L. COWHERD
TRUSTOR

Earl L. Cowherd
EARL L. COWHERD
TRUSTEE

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
Solaris

On July 11 2005, before me, Jeffrey N. Dennis,
personally appeared EARL L. COWHERD, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Jeffrey N. Dennis
Notary Public, State of California

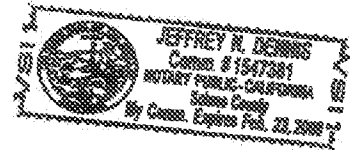


Exhibit A

COWHERD 1994 FAMILY TRUST

Assets

1. Bank Accounts

	<u>Bank</u>	<u>Type of Account</u>	<u>Account No.</u>
a.	[REDACTED]	Checking	[REDACTED]

2. Securities

a.	[REDACTED]	Individual	[REDACTED]
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b. 3. Promissory Notes

- a. [REDACTED]
- b. [REDACTED]

4. Real Property

- a. [REDACTED] in Oil & Gas well, [REDACTED]
[REDACTED]

5. Business Interests

- a. [REDACTED]
- b. [REDACTED]
- c. [REDACTED]
- d. Paralax, LLC

6. Furniture, furnishings, automobiles, jewelry and other tangible personal property

7. All other property of the Trustor

The following assets are listed for information purposes:

- a.
- b.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY of SANTA CLARA

PUBLIC HEALTH DEPARTMENT

VITAL RECORDS AND REGISTRATION

645 SOUTH BASCOM AVENUE, SAN JOSE, CALIFORNIA 95128

CERTIFICATE OF DEATH

3200843000940

1. NAME OF DECEASED - FIRST LAST		2. MIDDLE		3. LAST NAME	
EARL		LEON		COWHERD	
4. DATE OF BIRTH (Month/Day/Year)					
02/21/1925		79		M	
5. SEX					
6. RACE					
7. MARRITAL STATUS (at time of death)					
DIVORCED					
8. DATE OF DEATH (Month/Day/Year)					
02/03/2008					
9. HOUR OF DEATH					
1720					
10. OCCUPATION (Type of work or usual occupation)					
ENGINEER					
11. TYPE OF BUSINESS (Name of business, profession, occupation, or profession agency)					
MANUFACTURING					
12. ADDRESS (Street, City, State, ZIP+4)					
[REDACTED]					
13. COUNTY OF DEATH					
CA					
14. NAME OF NEXT OF KIN (Full name, address, city, state, ZIP+4)					
CHRISTINA COWHERD, DAUGHTER					
15. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
[REDACTED]					
16. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
[REDACTED]					
17. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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18. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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64. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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81. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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82. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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83. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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90. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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91. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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92. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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93. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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98. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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99. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
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100. NAME OF USUAL RESIDENCE (Street, City, State, ZIP+4)					
[REDACTED]					

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STATE OF CALIFORNIA } SE
COUNTY OF SANTA CLARA }
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Martin D. Fensterseh MD
MARTIN D. FENSTERSEH
HEALTH OFFICER AND LOCAL REGISTRAR
OF BIRTHS AND DEATHS

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.