

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clemens Pfeiffer	05/02/2011
RECEIVING PARTY DATA	
Name:	Power Assure, Inc.
Street Address:	2390 Walsh Avenue
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13156189
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	370581-991101
NAME OF SUBMITTER:	Timothy W. Lohse
Total Attachments: 2 source=power assure 991100 assignment#page1.tif source=power assure 991100 assignment#page2.tif	

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PATENT
REEL: 026412 FRAME: 0164

ASSIGNMENT

WHEREAS, **Clemens Pfeiffer** made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

METHOD TO CALCULATE ENERGY EFFICIENCY OF INFORMATION TECHNOLOGY EQUIPMENT

	issued as U.S. Patent No. _____
x	filed as Serial No. <u>12/102,628</u> on <u>April 14, 2008</u>
	filed herewith as a utility patent application

WHEREAS, **Power Assure, Inc.** whose address is 2390 Walsh Avenue, Santa Clara, CA 95051, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to each of us, receipt and sufficiency of which we hereby acknowledge, effective as of the date signed, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely

as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Grant the attorneys of record the power to insert on this Assignment the serial number of said Application as further identification of said Application in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF:

Sign Here: <u>C. Pfeiffer</u>		
CLEMENS PFEIFFER		Date

State of California)

County of Santa Clara)

On May 2, 2011 before me Shannon M. Bell, personally appeared Clemens Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the 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.

Notary Signature Shannon M. Bell

(Seal)

