

Form **PTO-1595** (Rev. 03-11)  
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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)

VICKERS SYSTEMS LIMITED

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

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

Execution Date(s) August 1, 2011

- ☒ 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: EATON LIMITED

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

Street Address: P.O. Box 554 Abbey Park,

Southampton Road

City: Titchfield

State: Fareham

Country: United Kingdom

Zip: PO14 9ED

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

5,320,499;  
5,079,498

Additional numbers attached? ☐ Yes ☒ No

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

Name: David Bradin

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

Street Address: Hultquist IP

P.O. Box 14329

City: Research Triangle Park

State: NC

Zip: 27709

Phone Number: \_\_\_\_\_

Docket Number: 4346-100

Email Address: \_\_\_\_\_

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

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

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

### 8. Payment Information

Deposit Account Number 08-3284

Authorized User Name David Bradin

### 9. Signature:

  
Signature

August 27, 2012

Date

David Bradin

Name of Person Signing

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

8

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 532049

700492160

**PATENT**  
**REEL: 028849 FRAME: 0839**

maclay murray & spens LLP

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

between

**VICKERS SYSTEMS LIMITED**

and

**EATON LIMITED**

Quartermile One 15 Lauriston Place Edinburgh EH3 9EP DX ED137 or LP 27  
Tel 0131 228 7000 Fax 0131 228 7001  
[www.mms.co.uk](http://www.mms.co.uk)

Ref: VMC/IGL/EAT/0015/00003

**PATENT**  
**REEL: 028849 FRAME: 0840**

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THIS DEED is dated August 1, 2011

## **PARTIES**

- (1) **VICKERS SYSTEMS LIMITED**, incorporated under the laws of England and Wales under number 01961775 and having its registered office at PO Box 4, New Lane, Havant, Hampshire PO9 2NB ("Assignor");
- (2) **EATON LIMITED**, incorporated under the laws of England and Wales under number 00155621 and having its registered office at PO Box 554 Abbey Park, Southampton Road, Titchfield, Fareham PO14 9ED ("Assignee").

## **BACKGROUND**

- (A) The Assignor is the proprietor of, inter alia, the Patents (as hereafter defined).
- (B) The Assignor has agreed to assign the Patents to the Assignee together with all other rights in Intellectual Property which it may have, and the parties wish to record their agreement in writing.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 The following words and expressions shall have the following meanings unless the context requires otherwise:

**"Assignment"** means this assignment entered into between the Assignor and Assignee;

**"Business Days"** means a day on which the UK clearing banks are open for normal business in London and which is not a Saturday or Sunday;

**"Intellectual Property"** means any and all intellectual property rights of whatever nature including trade marks (including logos and strap lines), service marks, get up, websites, designs (both registered and unregistered and including rights in semi conductor topographics and mask works and rights in moulds), trade or business names, copyrights, rights in the nature of copyright, database and unfair extraction rights, inventions (whether patentable or not), patents, utility models, rights in confidential information including trade secrets and know-how in any part of the world, whether or not registered

or recorded in any manner, and rights of the same or a similar or equivalent effect or nature as the foregoing (whether past, present or future), together with:

- (a) applications for any of the foregoing (and the right to make applications and claim priority from such applications);
- (b) goodwill and the right to sue for passing off relating to the same;
- (c) corresponding renewals, re-issues, extensions, divisions and continuations of any of the above; and
- (d) supplementary protection certificates in respect of patents;

**"Patents"** means the registered patents, short particulars of which are set out in the Schedule; and

**"Schedule"** means the schedule annexed to and forming part of this Assignment.

## 2. ASSIGNMENT

The Assignor hereby assigns to the Assignee its whole rights, title and interest in and to the Patents, together with such other Intellectual Property as may vest in the Assignor at the time of signature hereof, as the sole, legal and beneficial owner, free from all encumbrances together with:

- 2.1 any and all goodwill attached thereto;
- 2.2 all the rights, powers, privileges and immunities and advantages conferred on the proprietor;
- 2.3 all causes or rights of action, actually or contingent and the right to recover damages or pursue any form of financial remedy in respect of any past, existing or future infringements; and
- 2.4 any and all common law rights and remedies in relation to such Patents (and other Intellectual Property as the case may be) available to the Assignor as at the date of this Assignment.

### 3. FURTHER ASSURANCE

- 3.1 The Assignor warrants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.
- 3.2 The Assignor shall deliver to the Assignee all its files and documents (including instruments of title and certificates of trade mark registration) relating to the prosecution and maintenance of the Patents within such time as is reasonably possible and in any event no later than fourteen (14) days from the date of signing hereof and shall do all such things (including but not limited to signing mandates) to procure that the Assignee can access (and seek delivery of, where appropriate) files and documents held by its agents in respect of the prosecution and maintenance of the Patents.
- 3.3 In the event that the Assignor is unable or unwilling to execute the documents, forms or authorisations referred to in this Clause 3 within 3 Business Days after being notified of its obligations by the Assignee, the Assignor hereby irrevocably appoints the Assignee to be its authorised attorney to do all such things and to execute all such documents in the Assignee's name and on its behalf as may be necessary to secure that the full benefit and advantage of the rights arising hereunder are obtained by the Assignee (or its nominee) and a letter by any director or the secretary of the Assignee certifying that anything has been done or any document has been executed within the authority conferred herein shall be conclusive evidence of the same.

### 4. GOVERNING LAW AND JURISDICTION

- 4.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 4.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE

## Patents

Country	Application Number	Publication/Patent Number	Date Filed	Date Granted	Title
US	US 07/802,147	US 5285379	3 Dec 1991	8 Feb 1994	Sliding Mode Control System
US	US 07/802,149	US 5276387	3 Dec 1991	4 Jan 1994	Sliding Mode Control System
US	US 07/943,303	US 5320499	10 Sep 1992	14 Jun 1994	System Controls
Europe	EP 92308195.4	EP 0532299	9 Sep 1992	15 Feb 1995	System Controls
Spain*	EP 92308195.4	ES 2071439	9 Sep 1992	15 Feb 1995	System Controls
Germany*	EP 92308195.4	DE 69201421	9 Sep 1992	15 Feb 1995	System Controls
France*	EP 92308195.4	EP (FR) 0532299	9 Sep 1992	15 Feb 1995	System Controls
UK*	EP 92308195.4	EP (GB) 0532299	9 Sep 1992	15 Feb 1995	System Controls
Italy*	EP 92308195.4	EP (IT) 0532299	9 Sep 1992	15 Feb 1995	System Controls
US	US 07/675,495	US5079498	26 Mar 1991	7 Jan 1992	Digital Pulse-width-Modulation Generator for Current Control

\*National validation of EP 0 532 299 – patent granted with effect from 15 February 1995

Executed as a deed by **VICKERS  
SYSTEMS LIMITED** acting by  
[NAME OF DIRECTOR], a director,

in the presence of:

.....  
Dorota Shah  
[SIGNATURE OF WITNESS]

.....  
Tay House  
800 Bath Street

.....  
Glasgow, G2 4NA  
[NAME, ADDRESS OF WITNESS]

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.....  
James Ward, Director

.....  
Ian Yule, Director