

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2858956

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILIPPE MAGNIER OR PHILIPPE MAGNIER LLC	01/28/2009
RECEIVING PARTY DATA		
Name:	TRANSFORMER PROTECTOR CORP	
Street Address:	1880 TREBLE DRIVE	
City:	HUMBLE	
State/Country:	TEXAS	
Postal Code:	77338	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6804092	
Patent Number:	7317598	
Patent Number:	7777994	
CORRESPONDENCE DATA		
Fax Number:	(512)853-8801	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	jpitre@intprop.com	
Correspondent Name:	JACKIE PITRE	
Address Line 1:	1120 SOUTH CAPITAL OF TEXAS HWY	
Address Line 2:	BLDG. 2, SUITE 300	
Address Line 4:	AUSTIN, TEXAS 78746	
ATTORNEY DOCKET NUMBER:	6314-00100	
NAME OF SUBMITTER:	ERIC B. MEYERTONS	
SIGNATURE:	/Eric B. Meyertons/	
DATE SIGNED:	05/16/2014	
Total Attachments: 11		
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page1.tif		
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page2.tif		
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page3.tif		
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page4.tif		
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page5.tif		

PATENT

source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page6.tif
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page7.tif
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page8.tif
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page9.tif
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page10.tif
source=Philippe_Magnier_Transformer_Protector_Corp_License_Agreement#page11.tif

LICENSE AGREEMENT

BETWEEN :

Mr. Philippe Magnier
(Hereinafter referred to as "the Licensor"),

AND:

Transformer Protector Corp.
(Hereinafter referred to as "the Licensee")

A handwritten signature in dark ink, appearing to be 'N. Magnier', is located in the lower right quadrant of the page.

Licence Agreement between Philippe Magnier and Transformer Protector Corp.

This AGREEMENT is made in Humble, Texas, USA, on this 28th day of January, 2009 by and between:

Transformer Protector Corp., a Company incorporated under the laws of Texas and having its Registered Office at 1880 Treble Drive, Humble, Texas 77338, USA (hereinafter referred to as the "Licensee", which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns), of the **FIRST PART**

AND

Philippe Magnier or Philippe Magnier LLC, 1880 Treble Drive, Humble, Texas 77338, USA, (hereinafter referred to as the "Licensor", which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns), of the **OTHER PART**

WHEREAS:

The Licensor is the owner of all the patents and patents applications as listed in Appendix A, hereinafter referred to as "Patent Applications in Exclusivity Territory".

AND WHEREAS:

The Licensor is the owner of all the patents and patents applications as listed in Appendix B, hereinafter referred to as "Patent Applications in Non-Exclusivity Territory".

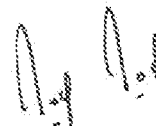
AND WHEREAS:

The objects of the Patent Applications are "*Device for prevention against explosion of electrical transformer*" and "*Device for preventing the explosion of an element of an electrical transformer*" (hereinafter referred to as the "Invention").

AND WHEREAS:

The Licensor declares:

- 1 - That the objects of the patents belong to him and that he has legitimately registered the Patent Applications that he is entitled to grant a license for it;
- 2 - That he has transferred none of the rights pertaining to him in regards of the Patent Applications and resulting patents, has approved no transfer, concession, guarantee or pledge;
- 3 - That the Patent Applications are still in force.



AND WHEREAS:

The Licensee wants to be granted a license of the Patent Applications and resulting patents in order to use the invention.

The Licensee declares that he has acquainted himself with the Patent Applications and resulting patents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1 - DEFINITION

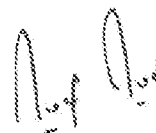
In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have for the purpose of the license, the following meanings:

1. "Exclusivity Territory" refers to the geographical areas defined as all countries of North, Central and South America, plus all Caribbean countries except the countries listed in the TPC "*Sanctioned Countries Review*" referenced Smalp.
The list of countries of the TPC Exclusivity Territory in which the Patent Applications have effect is given in Appendix A.
2. "Non-Exclusivity Territory" refers to all other countries than the afore mentioned countries except the countries listed in the TPC "*Sanctioned Countries Review*" referenced Smalp, such as Iran, Iraq, etc...
The list of the countries of Non Exclusivity Territory in which the Patent Applications have effect is listed in Appendix B.
3. "Improvements" means any upgrading modification:
 - a. Brought by one or the other party on the Patent Applications and legally depending on it;
 - b. That cannot be used without leading to a situation of patent infringement of one or the other party.

ARTICLE 2 - NATURE AND OBJECT OF THE LICENCE

1 - The Licensors grants, for the whole Exclusivity Territory, to the Licensee, who accepts in return, an exclusive license to use the patent.

2 - The Licensors grants, for the whole Non-Exclusivity Territory, to the Licensee, who accepts in return, a non-exclusive license to use the patent.



3 - As a result of the aforementioned license, the Licensee will have the right to fabricate and to sell the invention, in accordance with the object of the Patent Applications and the resulting patent.

ARTICLE 3 – EXISTING AGREEMENT

Parties admit the existence of a non-written agreement since January 1st, 2006, clauses of which are iterated by the present contract.

DURATION

The present license is granted until the date of expiration of the last of the patent resulting from the Patent Applications, as cited in introduction.

ARTICLE 5 - GUARANTEES

The Licensor forbids himself to use the Patent, upon signature of this agreement, forbids himself to use the Patent Applications and to prevent by any mean the use of the rights granted to the Licensee.

The present license is granted at the risks and dangers of the Licensee, the Licensor guaranteeing only the material existence of the Patent Applications and resulting patents and their validity at this date.

ARTICLE 6 - ROYALTIES

In compensation for being granted the present license, the Licensor will pay to the Licensee, during the execution of the contract a royalty of 10 % calculated on the selling price ex-works exclusive of tax, of the products manufactured as per the Patent Applications and resulting patents including all Spare Parts, whose orders have been recorded, the royalties being subject to taxes as applicable in Texas, USA.

ARTICLE 7 - TERMS OF PAYMENT

The payment of royalties owed to the Licensor, as per the article 6, will take place every quarterly, as per the records issued by Licensee, of the articles ordered in the preceding quarter and fabricated under the license in accordance with the Patent Applications and the resulting patents.

ARTICLE 8 - SPECIAL ACCOUNTS

1 – So as to allow the Licensor to control the royalties, the Licensee will hold special accounts of the present license in which he will indicate the quantity of products fabricated under the Patent Applications and resulting patents by resulting granted as well as the name of the customers passing orders.



2 - The Licensor will have a time of 180 days at the end of every year of execution of the present agreement to obtain the verification, by a chartered accountant, subject to professional confidentiality, of the accounts of the Licensee.

ARTICLE 9 - COMMUNICATION OF IMPROVEMENTS

1 - In case the contracting parties would bring to the invention, object of the Patent Applications and resulting patents, any improvement, they will keep each other informed.

2 - In the event Improvements have been carried out by the Licensor, the said Improvements will enter by right the field of application of the present license, without additional royalties.

3 - In the event Improvements have been carried out by the Licensee, they will belong to him by right. He hereby undertakes to grant to the Licensor a free license of use of the aforementioned Improvements which terms shall be determined by a common agreement between the contracting parties.

ARTICLE 10 - SUB-LICENSES

1 - The Licensor shall be able to grant sub-licenses of the present license after having informed the Licensee about it in writing.

2 - The sublicenses granted in accordance with the previous indent will come to an end by right in the same date as the present license termination.

ARTICLE 11 - SUBCONTRACT

The Licensor authorizes the Licensee to use sub-contractors for the fabrication of products made according to the Patent Applications and the resulting patents.

ARTICLE 12 - INCAPACITY

1 - The present license is granted in a personal capacity between the parties and will be under no circumstances transferred to any third party.

2 - On the other hand, the present license will be transferred by right to the possible legal successors of the Licensor.

3 - In case of amicable or judicial liquidation, the license will not be considered to be an element of the assets of the business of Licensee.



ARTICLE 13 – MAINTENANCE IN FORCE

The payment of the expenses undertaken for the procedures linked to the deliverance of the Patent Applications and the maintenance patent annuities in force of the Patent Applications and resulting patents is born by the Licensee who shall give a proof of it upon simple request of the Licensors.

ARTICLE 14 - INFRINGEMENT

1 - The Licensee hereby undertakes to inform the Licensors of any attack which could be carried against the patent and that he would have come to know, by a registered letter with acknowledgement of receipt, as required to act.

2 - The Licensors will judge of the opportunity to make stop this attack either by amicable way or by legal means.

3 - If the Licensors decide to use legal actions, the expenses and the possible benefits of the suit shall be shared by half between each of the parties. On the contrary case, the Licensee will act at his own expenses and benefits.

ARTICLE 15 - CANCELLATION CLAUSE

1 – The Licensors will be able to cancel the present license, with a notice of 1 month addressed by a registered letter with acknowledgement of receipt, if the royalties have not been paid as per the clause 5 for 2 consecutive expired quarterly.

2 - The present license will terminate by right in the concerned country:

- if the Patent Applications or the resulting patents is cancelled by a decision, become definitive, of the patent office of the concerned country or if the patent is cancelled by a legal decision become definitive.

- if the Licensee is in the obligation to stop using the Patent Applications or resulting patents by effect of a conviction for patent infringement pronounced against the Licensee or against the Licensors in the concerned country.

No indemnity will be paid by the Licensors as damages.

ARTICLE 16 - LITIGATION

1 - The present agreement shall be exclusively construed and enforced in accordance with the laws of Texas, USA, as may be applicable from time to time, and the Courts in Texas, USA, shall have exclusive jurisdiction.



Licence Agreement between Philippe Magnier and Transformer Protector Corp.

2 - Any dispute, arising in connection with the validity, interpretation, implementation of the present agreement, will be arbitrated in the court of Houston, Texas, USA.

ARTICLE 17 - EXPENSES

Expenses relating to the study, writing of the present contract and in its registration in the *United States Patents and Trademarks Office* of the Patents as well as its translation and its registration in the Patent Register of the concerned countries, are born by the Licensee who hereby undertakes to do so.

ARTICLE 18 - POWERS

All powers are given to the holder of an original copy of the present contract to undertake its registration in the *United States Patents and Trademarks Office*.

Made in 7 original copies among which one will be intended for the formalities of registration to the *United States Patents and Trademarks Office*.

Philippe Magnier, LLC
The Licensor **1880 Treble Drive**
Humble, Texas 77338 USA
Taxpayer ID: 26-4142556
Phone: (+1)281-404-2110

In HUMBLE, TEXAS

Dated: 01/28/2009

The Licensee

TRANSFORMER PROTECTOR CORP

1880 Treble Drive
Humble, Texas 77338 USA

281-358-9900
Fax 281-358-1911

Additional documents in appendix A and B

APPENDIX A

List of the countries included in the TPC Exclusive Territory

➤ Patents deposited in 1999

Country	Date	Contract Number
CANADA	17/03/2000	2367163
USA	17/12/2001	09/937362
BRESIL	17/03/2000	0009222-3
CHILI	22/03/2000	660/2000
PARAGUAY	21/03/2000	35/2000
COLOMBIE	21/03/2000	19994
VENEZUELA	22/03/2000	588-00

➤ Patents deposited in 2005

CANADA	22/06/2006	PCT/FR2006/001419
USA	22/06/2006	7,317,598
ARGENTINE	27/06/2006	P060102754
BRESIL	22/06/2006	PCT/FR2006/001419
COLOMBIE	22/06/2006	PCT/FR2006/001419
CHILI	29/06/2006	1650/2006
PARAGUAY	29/06/2006	17 296/2006
VENEZUELA	28/06/2006	1461-06

➤ Patents deposited in 2006

CANADA	27/10/2006	PCT/FR2006/002421
USA	02/02/2007	11/701968
ARGENTINE	21/03/2000	101242
CHILI	24/10/2007	3052-2007
ARGENTINE	19/10/2007	70104635
PARAGUAY	26/10/2007	36542/2007
VENEZUELA	24/10/2007	Awaiting Number

APPENDIX B

Patents Applications in the Non-Exclusivity Territory

➤ Patents deposited in 1999

AFRIQUE DU SUD	17/03/2000	2001/7559
AUSTRALIE	17/03/2000	33001/00
CHINE	17/03/2000	00805298.0
COREE DU SUD	17/03/2000	2001-7011976
EGYPTE	22/03/2000	351/2000
GCC	25/03/2000	GCC/P2000/568
HONG KONG	18/06/2002	02104503.0
INDONESIE	17/03/2000	W-00200102275
ISRAEL	17/03/2000	145427
JAPON	17/03/2000	2000-607234
JORDANIE	23/03/2000	SN90439JO
MALAISIE	21/03/2000	20001118
NOUVELLE ZELANDE	17/03/2000	514238
PHILIPPINES	21/03/2000	1-2000-00653
RUSSIE	17/03/2000	2001128305
SINGAPOUR	17/03/2000	2001055454.3
SYRIE	12/06/2000	5840
TAIWAN	18/05/1999	88108071
THAILANDE	20/03/2000	56339
UKRAINE	17/03/2000	2001-096457

➤ Patents deposited in 2005

AFRIQUE du SUD	22/06/2006	PCT/FR2006/001419
ALGERIE	22/06/2006	PCT/FR2006/001419
ARMENIE	22/06/2006	PCT/FR2006/001419
AUSTRALIE	22/06/2006	PCT/FR2006/001419
AZERBAIJAN	22/06/2006	PCT/FR2006/001419
BIELORUSSIE	22/06/2006	PCT/FR2006/001419
CHINE	22/06/2006	2006 8000 0882.5
COREE du SUD	22/06/2006	PCT/FR2006/001419
EGYPTE	22/06/2006	PCT/FR2006/001419
GCC	28/06/2006	GCC/P/2006/6510
INDONESIE	22/06/2006	PCT/FR2006/001419
IRAN	17/06/2006	38503437
JAPON	22/06/2006	PCT/FR2006/001419
JORDANIE	20/06/2006	P/186/2006
KAZAKHSTAN	22/06/2006	PCT/FR2006/001419



KIRGHIZISTAN	22/06/2006	PCT/FR2006/001419
MALAISIE	27/06/2006	PI 20063039
MALI	22/06/2006	PCT/FR2006/001419
NAMIBIE	22/06/2006	PCT/FR2006/001419
NOUVELLE ZELANDE	22/06/2006	PCT/FR2006/001419
PAKISTAN	29/06/2006	Awaiting Number
PHILIPPINES	22/06/2006	PCT/FR2006/001419
RUSSIE	22/06/2006	PCT/FR2006/001419
SENEGAL	22/06/2006	PCT/FR2006/001419
SINGAPOUR	22/06/2006	PCT/FR2006/001419
SRI LANKA	22/06/2006	PCT/FR2006/001419
SYRIE	22/06/2006	PCT/FR2006/001419
TAIWAN	22/06/2006	95121363
THAILANDE	27/06/2006	601002992
UKRAINE	22/06/2006	PCT/FR2006/001419
VIETNAM	22/06/2006	PCT/FR2006/001419

➤ Patents deposited in 2006

PCT	27/10/2006	PCT/FR2006/002421
GCC	27/10/2007	2007/9354
IRAN	08/10/2007	38607361
JORDANIE	25/10/2007	452/2007
PAKISTAN	10/10/2007	1179/2007
TAIWAN	19/10/2007	96139132
THAILANDE	25/10/2007	701005384

Licence Agreement between Philippe Magnier and Transformer Protector Corp.

Y/ref	O/ref	Country		Owner	Filing No.	Filing date	Patent No.	Granting date
TP	D	AR	ARGENTINA	Philippe MAGNIER	00101242	3/21/2000	AR029342B1	4/17/2006
TP	D	AT	AUSTRIA	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	AU	AUSTRALIA (PCT)	Philippe MAGNIER	33001/00	3/17/2000	769904	2/5/2004
TP	D	BE	BELGIUM (EP)	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	BG	BULGARIA (PCT)	Philippe MAGNIER	105907	3/17/2000	64202	2/6/2004
TP	D	BR	BRAZIL (PCT)	Philippe MAGNIER	P10009222	3/17/2000	P00092222	10/19/2010
TP	D	CA	CANADA (PCT)	Philippe MAGNIER	2367163	3/17/2000	2367163	10/12/2010
TP	D	CH	SWITZERLAND	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	CL	CHILI	Philippe MAGNIER	660/2000	3/22/2000	42495	7/4/2005
TP	D	CN	CHINA (PCT)	Philippe MAGNIER	00805298.0	3/17/2000	00805298.0	7/23/2004
TP	D	CO	COLOMBIA	Philippe MAGNIER	00019994	3/21/2000	28750	1/29/2007
TP	D	CY	CYPRUS	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	CZ	CZECH Republic (PCT)	Philippe MAGNIER	2001-3417	3/17/2000	300916	7/30/2009
TP	D	DE	GERMANY	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	DK	DENMARK	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	EG	EGYPT	Philippe MAGNIER	351/2000	3/22/2000	21947	4/30/2002
TP	D	ES	SPAIN	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	FI	FINLAND	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	FR	FRANCE	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	GB	UNITED KINGDOM	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	GC	GCC	Philippe MAGNIER	2000/568	3/25/2000	0000185	3/29/2005
TP	D	GR	GREECE (EP)	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	HK	HONG KONG (PCT)	Philippe MAGNIER	02104503.0	3/17/2000	1042772	4/1/2005
TP	D	HU	HUNGARY (PCT)	Philippe MAGNIER	0200545	3/17/2000	225863	10/15/2007
TP	D	ID	INDONESIA (PCT)	Philippe MAGNIER	2001022775	3/17/2000	0012781	3/9/2004
TP	D	IE	IRELAND (EP)	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003
TP	D	IL	ISRAEL (PCT)	Philippe MAGNIER	145427	3/17/2000	145427	6/9/2007
TP	D	IN	INDIA (PCT)	Philippe MAGNIER	2001/925	3/17/2000	200608	2/16/2007
TP	D	IT	ITALIA (EP)	Philippe MAGNIER	00910985.1	3/17/2000	1166297	5/14/2003

