

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHAPE ELECTRONICS, INC.	12/17/2002
RECEIVING PARTY DATA	
Name:	SHAPE LLC
Street Address:	6720 E STALLION ROAD
City:	PARADISE VALLEY
State/Country:	ARIZONA
Postal Code:	85253
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5886507
Application Number:	09904997
Application Number:	10076983
Patent Number:	5939838
Patent Number:	6426610
CORRESPONDENCE DATA	
Fax Number:	(615)313-3972
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	STITES & HARBISON PLLC
Address Line 1:	401 COMMERCE STREET
Address Line 2:	SUITE 800
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	06168N/141613
NAME OF SUBMITTER:	FRANCINE M VANAELST
SIGNATURE:	/Francine VanAelst/
DATE SIGNED:	02/27/2015
Total Attachments: 4	

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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS (the "Agreement") is made and entered into this 17th day of December, 2002 (the "Effective Date") by and between Shape, LLC, an Arizona limited liability company ("Buyer"), and Shape Electronics, Inc., a Delaware corporation ("Seller").

RECITALS:

A. Seller is in the business of manufacturing transformers (the "Business") at 2105 Corporate Drive, Addison, Illinois 60101 (the "Property").

B. Buyer desires to purchase certain assets of Seller related to the Business (the "Assets"). Seller is willing to sell the Assets in exchange for certain consideration.

C. The parties wish to express their agreements with respect to the purchase and sale of the Assets.

AGREEMENTS:

ARTICLE I

Purchase and Sale of Assets

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer any and all of Seller's right, title and interest in the Assets, as hereinafter defined in Section 2.1.

1.2 Closing. The purchase and sale shall take place via mail or facsimile on December 31, 2002, unless such earlier date and/or alternative manner is mutually agreed to by the parties ("Closing"). If the Closing is consummated, it shall be deemed effective as of 11:59 P.M., Chicago Illinois Time, on December 31, 2002 (the "Closing Time" and the "Closing Date," respectively).

ARTICLE II

Assets

2.1 Purchase and Sale of Assets. The "Assets" to be purchased by Buyer are the Tangible Personal Property and Intangible Personal Property as they exist as of the Closing Time and described as follows (in each case other than the Excluded Assets):

2.1.1 Tangible Personal Property. Tangible personal property owned by Seller relating to the Business including but not limited to machinery, equipment and any and all documentation relating to the same, raw materials, work in progress and finished goods inventory.

2.1.2 Intangible Personal Property. Intangible personal property shall include all the intangible assets used in the Business consisting of its name ("Shape"), supplier information, unfilled purchase orders, letters of intent and contracts (collectively, "Supplier Orders") to and with suppliers ("Suppliers"), customer lists and customer history information, unfilled customer purchase orders, letters of intent and contracts (collectively, "Customer Orders") from and with customers

4.4 Proprietary Rights. The attached Schedule 4.4 constitutes a full and complete list of all United States or foreign patents, registered or common law trademarks and registered copyrights owned by Seller or used by Seller in connection with the Business, other than the trademarks included among the Excluded Assets. To the knowledge of Seller, the operations of Seller do not conflict with or infringe, and no one has asserted to any Seller that such operations conflict with or infringe, any Proprietary Rights owned, possessed or used by any third party. To the knowledge of Seller, there are no third parties whose operations conflict with or infringe, nor has anyone asserted that such operations conflict with or infringe, any Proprietary Rights owned, possessed or used by Seller. To the knowledge of Seller, there are no facts or alleged facts which would reasonably serve as a basis of any claim that Seller does not have the unrestricted right to use, free of any rights or claims of others, all Proprietary Rights in the development, provision, use, sale or other disposition of any or all products or services presently being used, furnished or sold in the Business. As used herein, "Proprietary Rights" means licenses or other trademark registrations, trade secrets, logos, service marks, service mark registrations, applications for trademark registration, trade secrets, service marks, service mark registration, applications for service mark registrations, trade names, labels, slogans, claims of copyright, copyright registrations, applications for copyright registrations, copyrights, patents, drawings, designs, proprietary know-how or information, or other rights with respect thereto as used in the Business. Seller and Wiremold acknowledge and agree they will no longer have any right to use of any of the Proprietary Rights and covenant not to so use such Proprietary Rights.

4.5 Title. Seller is the sole owner of all of the Assets. Schedule 4.5 sets forth a complete and accurate depreciation list of all machinery, equipment and other tangible personal property (other than inventory) reflected on the balance sheet identified in Section 4.21 (the "Machinery and Equipment"), all of which is owned by Seller. Seller does not lease any tangible personal property. The Machinery and Equipment taken as a whole is in adequate working order for the operation of the Business as currently conducted by Seller, ordinary wear and tear excepted. The Assets are free and clear of all security interests, pledges, liens, encumbrances, adverse claims and security interests or restrictions on transfer, and Seller holds good and marketable title to the Assets. Other than by this Agreement, Seller is not a party to or bound by any contact, agreement or arrangement to sell any of the Assets (other than inventory to be sold in the ordinary course of the Business) and there are no contracts, agreements or other arrangements with outstanding options, rights of first refusal or other rights to purchase or otherwise acquire the Assets (other than inventory to be sold in the ordinary course of the Business).

4.6 Real Property. Seller does not own or have an option to purchase any real property. The Property constitutes all real property leased, or under option to be leased, by Seller. The Lease is in full force and effect and constitute a valid and binding agreement of Seller and, to Seller's knowledge, of Landlord. Seller does not lease or sublease any real or personal property as lessor or sublessor. Seller enjoys peaceful and undisturbed possession of the Property.

4.7 Customer Lists. The Customer List attached hereto as Schedule 4.7 is a complete and accurate list of all persons to whom Seller has shipped product relating to the Business during the period from January 1, 2002 to the Effective Date (the "Customers"). In addition, Seller will at the Closing provide to Buyer all customer files and information in its possession with respect to the Customers, including without limitation purchase histories and quotes, and such files and information will be true and correct in all material respects. The originals of the Customer Orders will be delivered to Buyer at the Closing, and may be reviewed by Buyer at the Property prior to the Closing. None of the Customers have canceled or substantially reduced, or to the knowledge of Seller, are currently attempting or threatening to cancel a contract, purchase order, letter of intent

Schedule 4.4

**Listing of patents or patent pending actions
owned by Shape Electronics Inc.
11-Dec-02**

	<u>Patent/ Serial #</u>	<u>Number</u>	<u>Country</u>	<u>Brief description of patent</u>
1)	Patent	5886507	USA	Controlled Ferroresonant Transformer
	Serial	09/904997	USA	Patentability of "Integrated Controlled Ferroresonant Constant Current Source"
	Serial	10/076,983	USA	High Power Integrated Controlled Ferroresonant Constant Current Source
	Patent		JAPAN	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Serial	2,288,087	Canada	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Serial	734661	Australia	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Serial	98 907 565.0	Europe	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Serial	9911005	Mexico	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Patent	5939838	USA	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
	Patent	6,426,610	USA	Controlled Ferroresonant Constant Current Source
2)	Common law trademarks in the name "Shape"			

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SHAPE ELECTRONICS, INC., a Delaware corporation ("Seller"), for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has bargained and sold to, and by these presents does grant, bargain, convey, assign, transfer, set over and deliver unto, SHAPE, LLC, an Arizona limited liability company ("Buyer"), all of the Assets (as such term is defined in that certain Agreement for Purchase and Sale of Assets (the "Purchase Agreement") dated as of December 17, 2002 between Buyer and Seller).

This Bill of Sale is made in furtherance of the Purchase Agreement. In the event of any conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

Seller, acting by its duly authorized officer, has executed this Bill of Sale effective as of the Closing Time (as defined in the Purchase Agreement).

SHAPE ELECTRONICS, INC.

By Richard P. Ryan
Richard P. Ryan, President

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