

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3315214

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIPOWER CORPORATION	07/08/2009
RECEIVING PARTY DATA		
Name:	UNIPOWER, LLC	
Street Address:	3900 CORAL RIDGE DRIVE	
City:	CORAL SPRINGS	
State/Country:	FLORIDA	
Postal Code:	33065	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	5724237	
Patent Number:	6515858	
Patent Number:	D454111	
CORRESPONDENCE DATA		
Fax Number:	(617)523-1231	
<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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Address Line 1:	GOODWIN PROCTER LLP	
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NAME OF SUBMITTER:	RYAN E. THOMAS	
SIGNATURE:	/RET/	
DATE SIGNED:	04/17/2015	
Total Attachments: 5		
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source=JMC_Unipower - Patent Assignment#page4.tif		

ASSIGNMENT OF PATENT RIGHTS

This Patent Assignment (this "Assignment") is made effective this 8th day of July, 2009, by and between Unipower Corporation, a corporation organized and existing under the laws of Florida, and having a usual place of business at 3900 Coral Ridge Drive, Coral Springs, FL 33065 ("Assignor") and Unipower, LLC, a limited liability company formed and existing under the laws of Delaware, and having a usual place of business at 2 Oliver Street, 2nd Floor, Boston, MA 02109 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, as contemplated by that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of date hereof, by and among Assignor, Assignee and certain other parties listed therein, Assignee desires to acquire an interest therein, in accordance with agreements duly entered into with Assignor;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of at least U.S. \$1,000.00, and other good and valuable consideration, including consideration agreed upon between Assignor and Assignee under the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein;

AND, Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense;

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which any of the Patent Rights may be involved;

AND, Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance;

AND, Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment of Patent Rights may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR: UNIPOWER CORPORATION

By:

Name:

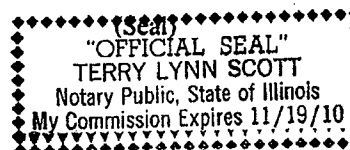
Title:

R. David Bergonia
R. DAVID BERGONIA
Secretary

On this 7th day of JULY, 2009, before me, the undersigned Notary Public, personally appeared R. DAVID BERGONIA, proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Terry Lynn Scott
Signature of Notary

My Commission Expires: 11-19-10



ASSIGNEE: UNIPOWER, LLC

By: Unipower Acquisition, LLC,
its Manager

By:

Name:

Title:

Michael A. D'Amelio

President

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

[Signature Page to Assignment of Patent Rights]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR: UNIPOWER CORPORATION

By: _____
Name: _____
Title: _____

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: UNIPOWER, LLC

By: Unipower Acquisition, LLC,
its Manager

By: _____
Name: Michael A. D'Amelio
Title: President

On this 7th day of JULY, 2009, before me, the undersigned Notary Public, personally appeared MICHAEL A. D'AMELIO, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: April 1, 2016

[Signature Page to Assignment of Patent Rights]

SCHEDULE A

Patent Rights

Apparatus and method for sharing a load current among frequency controlled DC to DC converters	Active	5,724,237	Utility Patent
Thermal Distribution System	Active	6,515,858 B2	Utility Patent
High Density Hot pluggable Power supply	Active	D454,111 S	Design Patent