

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4171581

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CG POWER SYSTEMS IRELAND LIMITED	11/23/2016
RECEIVING PARTY DATA		
Name:	CG POWER AUTOMATION LIMITED	
Street Address:	19-22 DAME STREET	
City:	DUBLIN	
State/Country:	IRELAND	
Postal Code:	2	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	6529857
	Patent Number:	7437203
	Patent Number:	6907321
CORRESPONDENCE DATA		
Fax Number:	(215)672-5430	
<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>		
Phone:	2156726220	
Email:	mcrilly@crillylaw.com	
Correspondent Name:	MICHAEL G. CRILLY, ESQUIRE	
Address Line 1:	104 SOUTH YORK ROAD	
Address Line 4:	HATBORO, PENNSYLVANIA 19040	
NAME OF SUBMITTER:	MICHAEL G. CRILLY, ESQUIRE	
SIGNATURE:	/Michael G. Crilly, Esquire/	
DATE SIGNED:	12/06/2016	
Total Attachments: 9		
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PATENT

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CONFIRMATORY ASSIGNMENT

THIS AGREEMENT made **BETWEEN CG POWER SYSTEMS IRELAND LIMITED**, an Irish Company of Dublin Road, Cavan, County Cavan, Ireland (hereinafter referred to as the "Assignor") of the One Part **AND CG POWER AUTOMATION LIMITED**, an Irish Company of Burton Chambers, 19-22 Dame Street, Dublin 2, Ireland (hereinafter referred to as the "Assignee") of the Other Part.

WHEREAS the Assignor is the Registered Proprietor of the patents listed in the Schedule hereto (hereinafter referred to as "said Patents").

AND WHEREAS by virtue of a Deed of Assignment dated September 30, 2016 the Assignor did assign and transfer absolutely unto the Assignee all its right, title, and interest legal and beneficial in Intellectual Property Rights owned by the Assignor.

NOW THIS DOCUMENT WITNESSETH that the Assignor and the Assignee confirm that the Intellectual Property Rights transferred from the Assignor to the Assignee by virtue of said Deed of Assignment dated September 30, 2016 includes all said Patents listed in the Schedule hereto.

AND the Assignor hereby covenants with the Assignee that it shall execute all further documents and do all such further things that may be requested by the Assignee and as are necessary for the purpose of further securing or recording the proprietorship of the Assignee of said Patents.

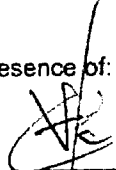
IN WITNESS WHEREOF each of the parties hereto have caused it to be executed on its behalf and intending that it shall be legally binding upon them, their executors, administrators, heirs, estates, and successors.

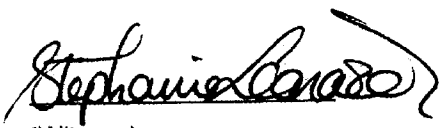
EXECUTED ON BEHALF OF

the said **CG POWER SYSTEMS IRELAND LIMITED**

BY:  CAPACITY: M.D.

In the presence of:


(Witness)


(Witness)

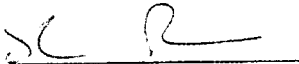
On the 23rd day of November, 2016
S.F. 24 December 2016

EXECUTED ON BEHALF OF

the said **CG POWER AUTOMATION LIMITED**

BY:  CAPACITY: M.D.

in the presence of:


(Witness)

SHANE FELLOWSHIP
(Witness)

On the 23rd day of November, 2016
S.F. 24 December 2016

SCHEDULE

<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>PATENT DATE</u>	<u>TITLE</u>
France	EP 1020000	October 13, 1998	"A distribution automation remote terminal unit"
Germany	69811380.2	October 13, 1998	"A distribution automation remote terminal unit"
Ireland	EP 1020000	October 13, 1998	"A distribution automation remote terminal unit"
USA	6,529,857	March 4, 2003	"Distribution automation remote terminal unit"
UK	EP 1023816	October 13, 1998	"A remote terminal unit assembly"
Ireland	EP 1023816	October 13, 1998	"A remote terminal unit assembly"
USA	7,437,203	October 14, 2008	"Remote terminal unit assembly"
USA	6,907,321	June 14, 2005	"Fault control and restoration in a multi-feed power network"

DATED 15 JULY 2016

CG POWER SYSTEMS IRELAND LIMITED

-and-

CG POWER AUTOMATION LIMITED

**DEED OF ASSIGNMENT
(Intellectual Property Rights)**

**KPMG Legal Services
1 Stokes Place
St. Stephen's Green
Dublin 2
EOC/MM**

THIS DEED OF ASSIGNMENT is made on the 30 September 2016

BETWEEN:

- (1) **CG POWER SYSTEMS IRELAND LIMITED**, a private company limited by shares incorporated under the laws of the Ireland with registered number 57687 and having its registered office at Dublin Road, Cavan, County Cavan (the "Assignor"); and
- (2) **CG POWER AUTOMATION LIMITED**, a private unlimited company incorporated under the laws of Ireland with registration number 589095 and having its registered office at Burton Chambers, 19-22 Dame Street, Dublin 2 (the "Assignee").

WHEREAS:

- (A) The Assignor and the Assigned are each a member of the Group (defined below).
- (B) The Assignor is the legal and beneficial owner of the Intellectual Property Rights (defined below), which are used by it for the purposes of carrying on the Business (defined below).
- (C) The parties now wish to enter into this Deed of Assignment to effect the assignment of the Intellectual Property Rights by the Assignor to the Assignee subject to the conditions of this Deed.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, the following words and expressions shall, unless the context requires otherwise, have the following meanings:-

"Asset Purchase Agreement", means the asset purchase agreement dated, on or about the date of this Deed, between the Assignor as vendor and the Assignee as purchaser in respect of the automation business and assets of the Assignor;

"Business", means the automation business of the Vendor;

"Intellectual Property Rights", means all rights in any designs, patents, get-up, confidential information, trademarks, service marks, trade or business names, unregistered trade marks (including without limitation all and any goodwill associated therewith), product registrations, topography rights, logos, know-how, trade secrets, technical information, secret formulae and processes, copyrights (including without limitation rights in computer software), database rights, data collections and directories, analytical tools, analysis methods, technology, computer or online software programs or platforms, mask works, utility models, domain names, rights under licences and other proprietary rights and consents in relation to any such rights, and rights of the same or similar effect or nature owned by the Assignor, relating to the Business, together with all goodwill attaching or relating thereto, including in-process developments of the foregoing, and, in each case:

- (a) whether registered or not (whether or not capable of protection by registration);
- (b) including any applications to protect or register such rights;

- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

"Purchase Price", means the purchase price payable by the Assignee as purchaser to the Assignor as vendor under the Asset Purchase Agreement;

"VAT", means Value Added Tax; and

"VAT Act", means Value Added Tax Consolidation Act 2010 and related VAT regulations

1.2 CONSTRUCTION OF CERTAIN REFERENCES

In this Deed, unless the context otherwise requires:

- 1.2.1 references in this Deed to Clauses and Sub-Clauses shall (save where otherwise expressly stated) be construed as references to Clauses and Sub-Clauses to this Deed;
- 1.2.2 references in this Deed to any statute or statutory provision shall include a reference to that statute or statutory provision as the same shall from time to time be amended, extended, consolidated, replaced or re-enacted and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.3 headings to the Clauses and Sub-Clauses of this Deed shall not in any way affect the interpretation of such Clauses and Sub-Clauses;
- 1.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 1.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;
- 1.2.6 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 1.2.7 where any obligation in this Deed is expressed to be undertaken or assumed by any party, that obligation is to be construed as including a requirement that the party concerned exercises all rights and powers of control over the affairs of any other person which that party is able to exercise (whether directly or indirectly) in order to secure performance of the obligation; and

1.2.8 words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. ASSIGNMENT

2.1 In consideration of the payment of the Purchase Price by the Assignee to the Assignor, the Assignor hereby unconditionally and irrevocably transfers and assigns to the Assignee all its right, title and interest in and to the Intellectual Property Rights including without limitation any renewals reversions, extensions or revivals thereof and all rights of action accrued arising from ownership of any of the Intellectual Property Rights whether occurring before, on or after the date hereof together with (by way of present assignment of future rights) all future Intellectual Property Rights which may arise at any time in the future **TO HOLD** unto the Assignee with effect from the date hereof absolutely and forever.

2.2 The Assignor hereby declares and confirms that with effect from the date hereof it has no right, title, interest or benefit whatsoever, in, over or to the Intellectual Property Rights hereby assigned by the Assignor to the Assignee. The Assignor further declares and confirms that it shall not claim or purport to claim directly or indirectly in any manner whatsoever any right, title, interest in, to or over the Intellectual Property Rights.

3. FURTHER ASSURANCES

The Assignor shall (at the reasonable cost and expense of the Assignee) execute and perform all such further deeds, documents, assurances, acts and things as the Assignor may reasonably require in order to give effect to the terms of this Deed.

4. MISCELLANEOUS PROVISIONS

4.1 Parties Bound

This Deed shall enure to the benefit of and be binding upon each party's permitted assigns.

4.2 Severability

If any provision in this Deed is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Deed shall not be impaired or affected in any way.

4.3 Assignment

Either party may freely assign or otherwise deal with any of their rights or obligations under this Deed without the prior written consent of the other party.

4.4 Waiver

A waiver by any party of any breach of the terms, provisions or conditions of this Deed or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach of aforesaid shall not constitute a general waiver of such term, provision or contribution or of any subsequent act contrary thereto.

4.5 Notices

Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand or sent by post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this Clause).

4.6 Entire Agreement

This Deed constitutes the entire agreement and understanding between the parties hereto relative to the subject matter of this Deed and supercedes any previous agreements between the parties relating to the subject matter of this Deed.

4.7 Counterparts

This Deed may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Deed.

4.8 Governing Law and Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

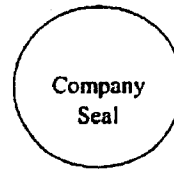
4.9 VAT

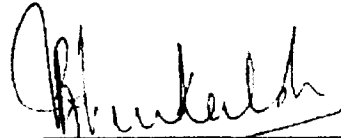
4.9.1 The parties shall use their best endeavours to ensure in accordance with Sections 20 and 26 of the VAT Act that the assignment and transfer of the Intellectual Property Rights shall not be regarded as a supply for the purposes of the VAT Act and that no VAT will be chargeable in respect of the assignment of the Intellectual Property Rights hereby agreed to be made.

4.9.2 If notwithstanding the provisions of Clause 4.9 the Revenue Commissioners determine that VAT is chargeable in respect of the assignment under this Deed, the Assignee shall pay to the Assignor by way of additional consideration a sum equal to the VAT determined by the Revenue Commissioners to be so chargeable within 14 days of the Assignor notifying the Assignee of that determination (against delivery by the Assignor of an appropriate valid VAT invoice).

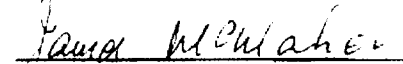
IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first herein written.

Given under the Company Seal of CG POWER
SYSTEMS IRELAND LIMITED:-



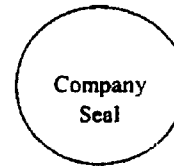


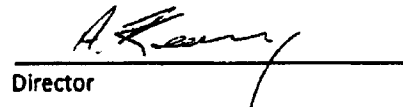
Director



Director/Secretary

Given under the Company Seal of CG POWER
AUTOMATION LIMITED:-





Director



Director/Secretary