

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4241377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTELLIGENT POWER & ENERGY RESEARCH CORPORATION, INC.	08/24/2016
RECEIVING PARTY DATA	
Name:	S&C ELECTRIC COMPANY
Street Address:	6601 N. RIDGE BOULEVARD
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60626
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8447707
Patent Number:	8350412
Application Number:	14083689
CORRESPONDENCE DATA	
Fax Number:	
<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:	773 338 1000
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Correspondent Name:	S&C ELECTRIC COMPANY
Address Line 1:	6601 N. RIDGE BOULEVARD
Address Line 2:	ANTHONY SITKO
Address Line 4:	CHICAGO, ILLINOIS 60626
ATTORNEY DOCKET NUMBER:	IPERC ACQ
NAME OF SUBMITTER:	ANTHONY G SITKO
SIGNATURE:	/Anthony G Sitko, 36278/
DATE SIGNED:	01/25/2017
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is effective as of August 24, 2016.

WHEREAS, Intelligent Power & Energy Research Corporation, Inc., a New York corporation (the "Company"), is the owner of the patents and patent application set forth on Schedule A hereto (collectively referred to as the "Patents");

WHEREAS, the Company has agreed to transfer all of its right, title and interest in and to the Patents to S&C Electric Company, a Delaware corporation (the "Purchaser"), and the Purchaser has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Stock Purchase Agreement (the "Purchase Agreement"); dated as of the date hereof by and among the Company and the Purchaser;

WHEREAS, in connection with the Purchase Agreement, the Company has agreed to transfer substantially all of the assets of the business to which the Patents relate, and that business is ongoing; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer and sale of the Company's right, title and interest in and to the Patents to Purchaser.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Company and the Purchaser hereby agree as follows:

1. The Company hereby sells, assigns, transfers, and conveys to Purchaser, its successors and assigns, all right, title and interest, in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and other patent applications claiming the benefit of the Patents, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which any patents issued claiming the benefit of the Patents are or may be granted, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Company if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

2. The Company requests that the Commissioner for Patents at the United States Patent and Trademark Office (the "Commissioner") record this Patent Assignment. Purchaser will pay the initial government filing fees associated with the recordation requests and any attorney fees associated with the preparation and filing of the recordation request. The Company further requests that the Commissioner issue any and all renewals and registrations resulting from applications to the Purchaser.

3. The Company agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Purchaser to vest full title in and to the Patents in Purchaser

or which may be necessary to obtain, renew, issue or enforce its rights in the Patents and any patents claiming the benefit of the Patents, in each case at the sole cost and expense of Purchaser. This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Company and Purchaser.

4. This Patent Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

5. This Patent Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Company and the Purchaser. Delivery of an executed counterpart of a signature page to this Patent Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

6. No waiver, modification or change of any of the provisions of this Patent Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

* * *

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Patent Assignment to be executed as of the date first set forth above.

COMPANY:

Intelligent Power & Energy Research Corporation

By: Darrell D. Massie
Name: DARRELL D. MASSIE
Title: PRESIDENT AND CEO

PURCHASER:

S&C Electric Company

By: _____
Name:
Title:

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Patent Assignment to be executed as of the date first set forth above.

COMPANY:

Intelligent Power & Energy Research Corporation

By: _____

Name:

Title:

PURCHASER:

S&C Electric Company

By: Kyle H Seymour

Name: Kyle Seymour

Title: President and Chief Executive Officer

[Signature Page to Patent Assignment]

SCHEDULE A

Patents

Title	Serial Number (Application Date)	Patent Number (Issue Date)	Owner
Automated control of a power network using metadata and automated creation of predictive process models	12/817,651 (June 17, 2010)	8,447,707 (May 21, 2013)	Intelligent Power & Energy Research Corporation, Aka Iperc (New York Corp.) Fort Montgomery, New York
Dynamically controlling configuration of a power grid comprising one or more stand-alone sub-grids	12/817,645 (June 17, 2010)	8,350,412 (January 8, 2013)	Intelligent Power & Energy Research Corporation, Aka Iperc (New York Corp.) Fort Montgomery, New York
Automated identification of components connected in a power grid	14/083,689 (November 19, 2013)	Not available	Intelligent Power & Energy Research Corporation, Aka Iperc (New York Corp.) Fort Montgomery, New York

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