

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4296672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CONTROL MICROSYSTEMS INC.	01/01/2017

RECEIVING PARTY DATA

Name:	SCHNEIDER ELECTRIC SOFTWARE CANADA INC.
Street Address:	49 QUARRY PARK BLVD SE
City:	CALGARY, AB
State/Country:	CANADA
Postal Code:	T2C 5H9

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7672683
Patent Number:	8971938
Patent Number:	8924028
Patent Number:	8973595
Application Number:	62271931
Application Number:	15228747
Application Number:	14584208
Application Number:	14325783
Application Number:	14325794
PCT Number:	US2015039471
PCT Number:	US2015039472

CORRESPONDENCE DATA

Fax Number: (212)303-2754

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.

Phone: 212-415-8600

Email: ptopatentcommunication@lockelord.com

Correspondent Name: PETER N. FILL, C/O LOCKE LORD LLP

Address Line 1: THREE WORLD FINANCIAL CENTER

Address Line 4: NEW YORK, NEW YORK 10281-2101

ATTORNEY DOCKET NUMBER:	1005700.00010
NAME OF SUBMITTER:	PETER N. FILL
SIGNATURE:	/Peter N. Fill/
DATE SIGNED:	03/01/2017

Total Attachments: 6

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY, dated January 1, 2017 (this "Assignment"), is entered into by and between Control Microsystems Inc., a corporation incorporated under the laws of Canada ("the Assignor"), and Schneider Electric Software Canada Inc. (formerly Telvent Canada Ltd.), a corporation incorporated under the laws of Canada ("the Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee have entered into an transfer agreement dated as of January 1, 2017, (the "Asset Transfer Agreement");

WHEREAS, pursuant to the Asset Transfer Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to the Intangible Property, including, without limitation, the Intangible Property listed on Schedule A hereto (the "Assigned Intangible Property"); and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Assigned Intangible Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Assigned Intangible Property.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged:

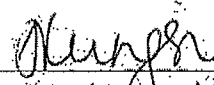
1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all liens and encumbrances (other than Permitted Liens), any and all worldwide right, title and interest Assignor holds, or may at any time hold, in and to the Assigned Intangible Property, together with all the goodwill connected therewith and symbolized thereby; the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Intangible Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, together with all rights to collect royalties, damages, products, proceeds and payments now or hereafter due or payable with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, or misappropriations of, or other conflicts with the Assigned Intangible Property, together with all rights to recover damages or lost profits on connection therewith, and other rights to recover damages (including legal fees and expenses) or lost profits in connection therewith, and otherwise to seek protection or enforcement of interests therein under the Laws of all jurisdictions.
2. As of the date set forth above, the Assignee has succeeded to all right, title and standing of the Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the rights described above.

3. This Assignment is, in all events, subject to the Asset Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intangible Property.
4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Transfer Agreement.
5. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Intangible Property.
6. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents) as may be reasonably required of Assignor if in order for Assignee or any such other person or entity to: (1) prepare any application for registration or any application for renewal of any of the Assigned Intangible Property; (2) prosecute or defend any infringement or other proceedings that may arise in connection with any of the Assigned Intangible Property; (3) obtain any additional protection for the Assigned Intangible Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) otherwise effectuate and implement this Assignment.
7. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intangible Property as of the date set forth above.

CONTROL MICROSYSTEMS INC.

By: 
Name: Tammy Lee Louise Klinger
Title: CFO

SCHNEIDER ELECTRIC SOFTWARE CANADA INC.

By: _____
Name: _____
Title: _____

[CMI - SE Software Assignment of IP (US)]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intangible Property as of the date set forth above.

CONTROL MICROSYSTEMS INC.

By: _____
Name: _____
Title: _____

SCHNEIDER ELECTRIC SOFTWARE CANADA INC.

By: _____
Name: Mary Kibble
Title: Secretary

[CMI - SE Software Assignment of IP (US)]

Schedule A
Registered Transferred Intellectual Property

Patents

TITLE	COUNTRY	SERIAL NUMBER	DATE FILED	PATENT NUMBER	OWNER
Non-Interfering Multipath Communication System	USA	12/072446	26-Feb-08	7,672,683	Control Microsystems Inc.
Non-Interfering Multipath Communication System	USA	12/687664	14-Jan-10	8,971,938	Control Microsystems Inc.
Battery-Powered Control Valve And Operation Thereof	USA	13/195,258	1-Aug-11	8,924,028	Control Microsystems Inc.
Battery-Powered Control Valve And Operation Thereof	USA	13/195263	1-Aug-11	8,973,595	Control Microsystems Inc.

Patent Applications

TITLE	COUNTRY	SERIAL NUMBER	DATE FILED	OWNER
Method to Prevent Floating Rod Effect on a Rod Pump	USA	62/271931	28-Dec-15	Control Microsystems Inc.
Method of Determining Pump Fill and Adjusting Speed of Rod Pumping System	USA	15/228747	4-Aug-16	Control Microsystems Inc.
Battery-Powered Control Valve And Operation Thereof	USA	14/584208	29-Dec-14	Control Microsystems Inc.
System and Method for Control and Optimization of PCP Pumped Well*	USA	14/325783	8-JUL-14	Control Microsystems Inc./Kudu Industries, Inc.

TITLE	COUNTRY	SERIAL NUMBER	DATE FILED	OWNER
System and Method for Control and Optimization of PCP Pumped Well*	PCT	PCT/US2015/039471	8-Jul-15	Control Microsystems Inc./Kudu Industries, Inc.
System and Method for Control and Optimization of PCP Pumped Well Operating Parameters*	USA	14/325794	8-JUL-14	Control Microsystems Inc./Kudu Industries, Inc.
System and Method for Control and Optimization of PCP Pumped Well Operating Parameters*	PCT	PCT/US2015/039472	7-Jul-15	Control Microsystems Inc./Kudu Industries, Inc.

* These four (4) patent applications are co-owned by Control Microsystems Inc. and Kudu Industries, Inc. Kudu Industries, Inc. is not transferring its rights to Schneider Electric Software Canada Inc. The only rights in these patent applications that are being transferred to Schneider Electric Software Canada Inc. are Control Microsystems Inc.'s rights.