

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4301455

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TOLLGRADE COMMUNICATIONS, INC.		08/09/2016
RECEIVING PARTY DATA		
Name:	ACLARA TECHNOLOGIES LLC	
Street Address:	945 HORNET DRIVE	
City:	HAZELWOOD	
State/Country:	MISSOURI	
Postal Code:	63042	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8065099	
Patent Number:	8536857	
Patent Number:	8896291	
Patent Number:	7714735	
Patent Number:	8587445	
Patent Number:	9069009	
CORRESPONDENCE DATA		
Fax Number:	(314)231-1776	
<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:	314-889-8000	
Email:	ipdocket@polsinelli.com	
Correspondent Name:	POL SINELLI PC	
Address Line 1:	100 SOUTH FOURTH STREET	
Address Line 2:	SUITE 1000	
Address Line 4:	ST. LOUIS, MISSOURI 63102-1825	
ATTORNEY DOCKET NUMBER:	080357-ISSUED PATENTS	
NAME OF SUBMITTER:	CHRISTINA M. SPENCER, PGA	
SIGNATURE:	/Christina M. Spencer/	
DATE SIGNED:	03/03/2017	

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of August 9, 2016, is by and between Tollgrade Communications, Inc., a corporation organized under the laws of Pennsylvania (the "Assignor"), and Aclara Technologies LLC, an Ohio limited liability company ("Assignee"). Assignor and Assignee are each referred to as a "Party" and collectively referred to as the "Parties" in this Assignment.

WHEREAS, Assignor owns certain registered intellectual property listed on the Schedules attached to this Assignment;

WHEREAS, Assignor has sold to Assignee the Assigned Trademarks and Assigned Patents (as defined below, and collectively referred to as the "Assigned IP") and Assignee has purchased from Assignor the Assigned IP under that certain Asset Purchase Agreement dated as of August 9, 2016 by and among the Parties (the "Purchase Agreement");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Assigned IP, and Assignor and Assignee wish to record such acquisition in the respective patent and trademark offices, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the premises and the agreements of the Parties set forth in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto (the "Assigned Patents").
3. No Modification. This Assignment does not enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party thereto of any liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and permitted assigns of the Parties.
5. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TOLLGRADE COMMUNICATIONS, INC.

By: 

Name: Edward H. Kennedy

Title: CEO and President

ACLARA TECHNOLOGIES LLC

By: _____

Name:

Title:

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT

REEL: 041455 FRAME: 0745

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TOLLGRADE COMMUNICATIONS, INC.

By: _____
Name:
Title:

ACLARA TECHNOLOGIES LLC

By: _____
Name: Allan J. Connolly
Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT
REEL: 041455 FRAME: 0746

Schedule A
Assigned Trademarks

Trademark	Registration No.	Jurisdiction
LightHouse	3887176	U.S.
Predictive Grid	4434635	U.S.

**Schedule B
Assigned Patents**

Patent Applications

Title	Country/ Jurisdiction	Patent Application Serial Number	Date Application Filed
Power Line Management System	US	13/766,524	2/13/2013
Power Line Management System	PCT	PCT/US2013/025946	2/13/2013
Power Line Management System	Brazil	BR112014019973-6	8/12/2014
Power Line Management System	Canada	2864096	9/25/2014
Power Line Management System	EPO	13707496.9	9/12/2014
Methods and Apparatus for Determining Conditions of Power Lines	US	13/546,577	7/11/2012
Methods and Apparatus for Determining Conditions of Power Lines	PCT	PCT/US2012/053106	8/30/2012
Methods and Apparatus for Determining Conditions of Power Lines	Brazil	BR112014004685-9	2/27/2014
Methods and Apparatus for Determining Conditions of Power Lines	Canada	2846283	3/27/2014
Methods and Apparatus for Determining Conditions of Power Lines	EPO	12772152.0	2/27/2014
Methods and Apparatus for Determining Conditions of Power Lines	US	13/546,689	7/11/2012
Methods and Apparatus for Determining Conditions of Power Lines	PCT	PCT/US2012/053125	8/30/2012
Methods and Apparatus for Determining Conditions of Power Lines	Brazil	BR1120140050295	2/27/2014

Title	Country/ Jurisdiction	Patent Application Serial Number	Date Application Filed
Methods and Apparatus for Determining Conditions of Power Lines	Canada	2,846,288	3/27/2014
Methods and Apparatus for Determining Conditions of Power Lines	EPO	12772153.8	2/27/2014
Optical Voltage Sensing For Underground Medium Voltage Wires	US	14/674,079	3/31/2015
Optical Voltage Sensing For Underground Medium Voltage Wires	PCT	PCT/US2015/023467	3/31/2015
Power Extraction for a Medium Voltage Sensor Using a Capacitive Voltage Divider	US	14/839,570	8/28/2015
Power Extraction for a Medium Voltage Sensor Using a Capacitive Voltage Divider	PCT	PCT/US2015/047404	8/28/2015

Issued Patents

Patent Number	Patent Title	Jurisdiction
D622,583	Line Clamp	US
D640,537	Line Clamp	US
8,065,099	Power Distribution Monitoring System and Method	US
8,536,857	Power Line Takeoff Clamp Assembly	US
8,896,291	Power Line Takeoff Clamp Assembly	US
7,714,735	Monitoring Electrical Assets for Fault and Efficiency	US
8,587,445	Monitoring Electrical Assets for Fault and Efficiency	US
9,069,009	Power Line Takeoff Clamp Assembly	US