# 504774164 02/12/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4820892

SUBMISSION TYPE:		NEW ASSIGNMENT	
ATURE OF CONVEY	ANCE:	ASSIGNMENT	
CONVEYING PARTY	DATA		
		Name	Execution Date
NVENSYS SYSTEMS	3, INC.		12/21/2016
RECEIVING PARTY D	ΔΤΑ		
Name:		ER ELECTRIC SOFTWARE, LLC	
Street Address:	26561 RAN	NCHO PARKWAY SOUTH	
City:	LAKE FOR	REST	
State/Country:	CALIFORM	AIA	
Postal Code:	92630		
Property Typ		Number	
Application Number:		384624	
Application Number:		385171	
Application Number:		371471	
PCT Number:	US	1638531	
CORRESPONDENCE			
Fax Number:		8)549-6295	
Correspondence will	be sent to the	e e-mail address first; if that is unsuc	
	• •	that is unsuccessful, it will be sent vi	a US Mail.
Phone:	508	3-549-6146	
Email	iom	u u oprog(a) o obnoidor algotria a om	
		I.uspros@schneider-electric.com	
Correspondent Name	e: SC	HNEIDER ELECTRIC LEGAL DEPT I.	P. GROUP
Correspondent Name Address Line 1:	e: SCI 38 I	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE	P. GROUP
Correspondent Name Address Line 1: Address Line 2:	e: SCI 38   C42	HNEIDER ELECTRIC LEGAL DEPT I.	P. GROUP
Correspondent Name Address Line 1: Address Line 2: Address Line 4:	e: SCI 38   C42 FO:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12	P. GROUP
Correspondent Name Address Line 1: Address Line 2: Address Line 4:	e: SCI 38   C42 FO2 NUMBER:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12 XBORO, MASSACHUSETTS 02035	P. GROUP
Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I AME OF SUBMITTER	e: SCI 38   C42 FO2 NUMBER:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12 XBORO, MASSACHUSETTS 02035 PROJECT YODA-IP	P. GROUP
Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET	e: SCI 38   C42 FO2 NUMBER:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12 XBORO, MASSACHUSETTS 02035 PROJECT YODA-IP TARA GEE	P. GROUP
Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET AME OF SUBMITTER	e: SCI 38   C42 FO2 NUMBER:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12 XBORO, MASSACHUSETTS 02035 PROJECT YODA-IP TARA GEE /TARA GEE/	P. GROUP
Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET IAME OF SUBMITTER GIGNATURE: DATE SIGNED: Total Attachments: 4	e: SCI 38   C42 FO: NUMBER: R:	HNEIDER ELECTRIC LEGAL DEPT I. NEPONSET AVENUE 2-12 XBORO, MASSACHUSETTS 02035 PROJECT YODA-IP TARA GEE /TARA GEE/	P. GROUP

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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (Assignment) dated as of December 21, 2016 (the Effective Date), is made and entered into by and between Invensys Systems, Inc., a Massachusetts corporation with a business address of 38 Neponset Avenue, Foxboro, Massachusetts 02035 (Assignor) and Schneider Electric Software, LLC, a Delaware limited liability company with a business address of 26561 Rancho Parkway South, Lake Forest, California 92630 (Assignee).

#### **RECITALS:**

WHEREAS, Assignor is owner of the patents and patent applications identified on <u>Schedule A</u> to this Assignment (collectively, the *Patents*);

WHEREAS, Assignor has agreed to assign the Patents to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, provisionals, reissues, renewals, extensions, reexaminations or interferences of any of the Patents, including in each case the right to sue for all past, present and future infringement thereof and to settle and retain proceeds from any such actions.

2. <u>Cooperation</u>. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Patents, as Assignee shall reasonably request to vest the title to the Patents in the name of the Assignee.

3. <u>General Provisions</u>. This Assignment along with its Schedule constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

PATENT REEL: 044901 FRAME: 0743 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignce have caused this Assignment to be duly executed as of the Effective Date.

INVENSYS SYSTEMS, INC. By:

Name: Nicole Linehan Title: Associate General Counsel

SCHNEIDER ELECTRIC SOFTWARE, LLC

By:

Name: Nicole Linchan Title: Associate General Counsel

#### **Commonwealth of Massachusetts**

County of Norfolk

On this  $\frac{2}{2}$  day of December, 2016, before me, the undersigned notary public, personally appeared Nicole L. Linehan, proved to me through satisfactory evidence of identification, which was her passport, to be the person whose name is signed on the attached document in my presence.

Neil D. Higgins, Notary Public Notary Expiration: February 2, 201 7US \*\*\*\*\*\*\*\*\*\*\*

	Sche	Schedule A	
T T T	APPLICATION		STATIS
Process Optimization Using Mixed Integer NonLinear Programming	PCTUS1638531	Jun 21, 2016	Pending
Content Application Split	15384624	Dec 20, 2016	Pending
which in the second a fanner of	15385171	Dec 20, 2016	Pending
System			•