

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5195710

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RESCISSION OF PATENT ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REGAL BELOIT AMERICA, INC.	10/18/2018
RECEIVING PARTY DATA	
Name:	UNICO, LLC
Street Address:	3725 NICHOLSON ROAD
Internal Address:	P.O. BOX 505
City:	FRANKSVILLE
State/Country:	WISCONSIN
Postal Code:	53126-0505
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7321211
CORRESPONDENCE DATA	
Fax Number:	(815)654-5770
<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:	815-633-5300
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Correspondent Name:	REINHART BOERNER VAN DEUREN P.C.
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ATTORNEY DOCKET NUMBER:	504967
NAME OF SUBMITTER:	GORDON M. WRIGHT
SIGNATURE:	/Gordon M. Wright/
DATE SIGNED:	10/18/2018
Total Attachments: 10	
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RESCISSION OF PATENT ASSIGNMENT

THIS RESCISSION AGREEMENT (this "*Agreement*") is made and entered into as of October 18, 2018 (the "*Effective Date*") by and between Unico, LLC, a Wisconsin limited liability company ("*Unico*"), and Regal Beloit America, Inc., a Wisconsin corporation (the "*RBA*"). Unico and RBA are each hereinafter referred to individually as a "*Party*" and together as the "*Parties*."

RECITALS

WHEREAS, Unico and RBA entered into that certain Assignment of Patents dated September 25, 2018 (the "*Assignment Agreement*") attached hereto as Exhibit A whereby Unico assigned certain patents and/or patent applications set forth in Exhibit B attached hereto (referred to as the "*Assigned Patents*") to RBA.

WHEREAS, the Assigned Patents were assigned to RBA by Unico in error.

WHEREAS, the Parties now wish to rescind the assignment of the Assigned Patents and restore each Party to the relative positions that each Party would have occupied had no Assignment Agreement been executed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Rescission of Assignment of Assigned Patents. Unico and RBA hereby consent to the complete rescission of Unico's assignment and transfer to RBA, its successors, and assigns, of Unico's rights, title, and interest in and to the Assigned Patents, with such rescission being effective as of the time that the Assigned Patents were assigned under the Assignment Agreement.

2. Rescission of Accrued Enforcement Rights. Unico and RBA hereby consent to the complete rescission of Unico's assignment and transfer to RBA of any and all claims or causes of action for infringement of any of the Assigned Patents, whether accrued prior to or after the effective date of the Assignment Agreement, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, with such rescission being effective as of the time that the Assigned Patents were assigned under the Assignment Agreement.

3. Representations and Warranties. RBA expressly represents and warrants that: (i) RBA has the sole and exclusive right to rescind its acceptance of the assignment granted by the Assignment Agreement; (ii) no third party has gained any right, title, or interest in the Assigned Patents since the effective date of the Assignment Agreement; (iii) RBA has taken no action which may adversely affect its or Unico's rights under the Assignment Agreement; (iv) RBA has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that conflict with the rights originally granted under the Assignment Agreement; (v) except as described in paragraph 4, RBA has not entered into any agreement to license any rights under the Assigned Patents; and (vi) RBA has the right to execute and enter into this Agreement and to rescind the Assignment Agreement. Unico represents and warrants that: (i) there are no circumstances that would render this Agreement invalid or unenforceable; and (ii) Unico has the right to execute and enter into this Agreement and to rescind the Assignment Agreement.

4. Rescission of Leaseback Provision. Unico and RBA hereby consent to the complete rescission of the exclusive, royalty-free, fully paid, worldwide, irrevocable right and license to the Assigned Patents granted by RBA to Unico pursuant to the Assignment Agreement permitting Unico and its successors

and assignees to make, import, use, offer for sale, and sell products and services covered by, and to make improvements to, the Assigned Patents, with such rescission being effective as of the time that the license was granted under the Assignment Agreement.

5. Further Assurances. The Parties hereby agree to take all actions required to consummate the complete rescission of the Assignment Agreement and to effectuate the intent and purpose of the Parties under this Agreement.

6. Advice of Legal and Tax Counsel. **EACH PARTY ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO BE ADVISED BY ITS OWN LEGAL AND TAX COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT, THAT IT UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT IT HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY TO RESCIND THE ASSIGNMENT AGREEMENT.**

7. General Provisions.

(a) Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

(b) Counterparts; Signatures. This Agreement may be signed in one or more counterparts, all of which shall be considered one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement, but the parties shall provide each other with originally signed copies of this Agreement as soon as possible thereafter.

(c) Captions. The captions in this Agreement are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first written above.

UNICO, LLC

By: 

Name: Sarah Savino

Title: Finance Director

REGAL BELOIT AMERICA, INC.

By: 

Name: Michael D. Dry

Title: Assistant Secretary

**EXHIBIT A
ASSIGNMENT AGREEMENT**

Attached.

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made and entered into this 25th day of September, 2018 (the "Effective Date"), by and between Unico, LLC, a Wisconsin limited liability company (the "Assignor") and Regal Beloit America, Inc., a Wisconsin corporation (the "Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain patents and/or patent applications set forth in Appendix A (referred to as "the Patents"); and

WHEREAS, Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

- 1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Patent Assignment. Assignor agrees that he shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. Representations and Warranties. Assignor expressly represents and warrants that: (i) Assignor has the sole and exclusive right to grant the assignment granted herein; (ii) to the best of its knowledge, no third party has any right, title, or interest in the Assigned Patents; (iii) Assignor has taken no action which may adversely affect Assignee's rights under this Patent Assignment; (iv) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that conflict with the rights granted by this Patent Assignment; and (v) Assignor has the right to execute and enter into this Patent Assignment and to perform his obligations hereunder. Assignor warrants that, to the best of his knowledge, there are no circumstances that would: (i) render the Assigned Patents invalid or unenforceable; or (ii) render Assignee liable for patent infringement or trade secret misappropriation as a consequence of Assignee performing the activities permitted by this Patent Assignment or practice of the invention claimed in the Assigned Patents. Assignee represents that it has the power to enter into this Patent Assignment and perform the obligations assumed hereunder.

6. Leaseback Provision. As of the Effective Date of this Assignment, Assignee agrees to grant, and hereby grants, to Assignor an exclusive, royalty-free, fully paid, worldwide, irrevocable right and license to the Patents permitting Assignor and its successors and assignees to make, have made, import, use, offer for sale, and sell products and services covered by, and to make improvements to, the Patents. Assignor may not, directly or indirectly, assign or transfer any of the rights granted hereunder or any interest therein, or sublicense, assign, delegate or sub-contract any rights, obligations or performance under this Agreement without the express, written consent of the Assignee. The term of the license to the Patents granted under this section will begin on the Effective Date and continue for each patent in the Patents until the patent rights in the respective patent expires.

7. Patent Maintenance. Assignee shall be responsible for maintaining the Patents at the Assignee's expense. If the Assignee decides to abandon, allow to lapse, or otherwise terminate any of the Patents, Assignee shall provide the Assignor notice prior to such allowing any of the Patents to become abandoned, lapsed, or otherwise terminated. Assignor shall have thirty (30) days after such notice from the Assignee to request that Assignee assign all right title and interest in the Patents to Assignor at no cost. Upon Assignor making such a request, the Assignee shall assign all of its right,

title, and interest, in any of the Patents to Assignor and Assignor shall thereafter be responsible for the maintenance of the Patents.

8. General Provisions.

8.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

8.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

8.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

8.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

8.5 Counterparts: Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

8.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

8.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

8.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.

8.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

UNICO, LLC

By: 

Name: Sarah Savino

Title: Finance Director

ASSIGNEE:

REGAL BELOIT AMERICA, INC.

By: 

Name: MICHAEL D. DRY

Title: ASSISTANT SECRETARY

APPENDIX A

LIST OF THE ASSIGNED PATENTS

Title of Patent	Country	Patent Number	Filing Date	Date of Issuance
Power Variation Control System for Cyclic Loads	U.S.	7,321,211	04/28/2006	01/11/2008
Power Variation Control System for Cyclic Loads	Canada	2,586,303	04/27/2007	07/14/2009

EXHIBIT B
LIST OF THE ASSIGNED PATENTS

Title of Patent	Country	Patent Number	Filing Date	Date of Issuance
Power Variation Control System for Cyclic Loads	U.S.	7,321,211	04/28/2006	01/11/2008
Power Variation Control System for Cyclic Loads	Canada	2,586,303	04/27/2007	07/14/2009