

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5247904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EATON ELECTRICAL IP GMBH & CO. KG	12/31/2017
RECEIVING PARTY DATA	
Name:	EATON INTELLIGENT POWER LIMITED
Street Address:	30 PEMBROKE ROAD
City:	DUBLIN 4
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15781487
CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<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:	3126165600
Email:	assignments@leydig.com
Correspondent Name:	LEYDIG, VOIT & MAYER, LTD.
Address Line 1:	TWO PRUDENTIAL PLAZA, SUITE 4900
Address Line 2:	180 NORTH STETSON AVENUE
Address Line 4:	CHICAGO, ILLINOIS 606016731
ATTORNEY DOCKET NUMBER:	816413
NAME OF SUBMITTER:	BRENT A. CHATHAM
SIGNATURE:	/Brent A. Chatham/
DATE SIGNED:	11/21/2018
Total Attachments: 11	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is entered into as of this 31st day of December 2017 between

- (1) **Eaton Electrical IP GmbH & Co. KG**, a German limited partnership, with seat in Schönefeld and domestic business address at c/o Airport Center Schönefeld, Mittelstrasse 5-5a, D-12529, Schönefeld, Germany, registered with the commercial register of the Local Court of Cottbus under HRA 2691 CB (the “**Assignor**”), and
- (2) **Eaton Intelligent Power Limited**, an Irish limited company having its registered office at 30 Pembroke Road, Dublin 4, Ireland, registration number 523985 (the “**Assignee**”)

BACKGROUND

- (A) The Assignor is the owner of certain Intellectual Property used or held for use in the development and manufacture of Products.
- (B) The Assignee desires to acquire such Intellectual Property from the Assignor and thereafter intends to develop, enhance, maintain, protect and exploit such Intellectual Property.
- (C) The Assignor has agreed to assign the Acquired Intellectual Property to the Assignee, and the Assignee has agreed to acquire the Acquired Intellectual Property, on the terms set out in this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

“**Acquired Intellectual Property**” means all Intellectual Property owned by the Assignor that is used or held for use, in whole or in part, in the manufacture or offering for sale of any Product, including the Scheduled Patents, but excluding all Excluded Intellectual Property;

“**Copyrights**” means all copyrights (registered or unregistered), writings and other works in which copyright subsists, moral rights and all other rights corresponding thereto in work of authorship, and all registrations and applications for registration thereof anywhere in the world;

“**Domain Names**” means all rights in World Wide Web addresses and domain names and all registrations and applications for registration thereof anywhere in the world;

“**Eaton Business System**” means the management tools, processes and measures used by the Assignor and its affiliates in the conduct of their operations;

“**Effective Time**” means the close of business on 31 December 2017;

“Encumbrance” means any lien, encumbrance, charge or other security interest;

“Excluded Intellectual Property” means (i) all Trademarks; (ii) all Domain Names; (iii) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in production processes; (iv) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in marketing, sales, service or distribution processes; (v) all Intellectual Property used or held for use exclusively to provide Services; and (vi) all Intellectual Property comprising the Eaton Business System;

“Intellectual Property” means (i) Patents; (ii) Trademarks; (iii) Copyrights; (iv) Know-How; (v) Software; (vi) Domain Names; and (vii) all other intellectual and industrial property and rights of a similar or corresponding nature anywhere in the world, whether registered or not or capable of registration or not, and including all applications for, and continuations, re-filings, re-issues and extensions of any of the foregoing rights;

“Know-How” means all know-how, inventions, discoveries, ideas, processes, formulae, designs, drawings, models, trade secrets, proprietary information, and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm), whether patentable or not, including technical information, drawings, test results or reports, testing procedures, and instruction and training manuals;

“Note” has the meaning set out in Schedule 2;

“Party” means a party to this Agreement;

“Patents” means all utility patents, utility models, design patents, industrial designs and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations in part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including invention disclosures;

“Permitted Encumbrances” means Encumbrances for taxes, assessments or governmental or other similar charges or levies that are not yet due and payable or that, although due and payable, are being contested in good faith;

“Proceeding” means any suit, action or other proceeding;

“Product” means any product offering of the Assignor or any of its affiliates other than Services;

“Purchase Price” has the meaning set out in clause 4.1;

“Scheduled Patents” means the Patents listed on Schedule 1 to this Agreement;

“Services” means the performance of maintenance or repair services as a follow on to a sale of a Product;

“Software” means all computer software programs (including object code and source code), whether embodied in firmware, software or otherwise;

“Trademarks” means all registered trademarks, registered service marks, logos, get-up, trade dress, common law trademarks, common law service marks, business names, trade names, corporate or company names, and all registrations and applications for registration thereof anywhere in the world and all goodwill associated therewith anywhere in the world; and

“Transfer Tax” means any value added tax, transfer, stamp or sales tax or duty or other similar tax, charge or duty due or payable as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

- 1.2 Except as otherwise provided, any references in this Agreement to clauses, schedules and/or parties are references to the clauses, schedules and/or parties to this Agreement.
- 1.3 Where applicable references to the singular shall include the plural and vice versa and reference to any gender shall include other genders.
- 1.4 The division of this Agreement to clauses and sub-clauses, and the headings used in this Agreement, are for convenience only, and shall not affect the interpretation of this Agreement.
- 1.5 In this Agreement, unless otherwise specified, any reference to a document is a reference to the document as from time to time supplemented, modified or amended.
- 1.6 A waiver by either Party of any breach by the other Party of any other terms, provisions or conditions of this Agreement or the acquiescence of such Party and any act (whether by commission or omission) that but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.
- 1.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other agreement or agreements or any rights or obligations thereunder save only insofar as the express provision requires to the contrary.
- 1.8 This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, undertakings, understandings, arrangements, agreements, side letters or heads of agreement between the Parties concerning the same, which are hereby revoked by mutual consent of the Parties.
- 1.9 In this Agreement, any phrase introduced by the words *include, including, includes* and *such as* are to be construed as illustrative, and shall not limit the sense of the words preceding those words.
- 1.10 In this Agreement, unless otherwise specified, any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted, or both, from time to time, and to any subordinate legislation made under it.
- 1.11 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable

but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid. The Parties agree, in the circumstances referred to in this clause 1.11 to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

2. **ASSIGNMENT**

- 2.1 With effect as of the Effective Time, the Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Acquired Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances.
- 2.2 In the event that any or all of the Assignor's rights, title or interest in and to any of the Acquired Intellectual Property are deemed not to vest in the Assignee as of the Effective Time for any reason whatsoever, the Assignor shall, and hereby does, to the extent permitted by law, irrevocably assign, transfer and convey to the Assignee or its designee all such rights, title and interest in and to all of the Acquired Intellectual Property, including all economic rights and moral rights of authorship, and the Assignee hereby accepts such assignment. To the extent permitted by law, the Assignor hereby waives all of its personal rights, or at a minimum agrees that it will not invoke its personal rights with respect to any Acquired Intellectual Property. If as a matter of law any Acquired Intellectual Property is not assignable by the Assignor to the Assignee, the Assignor shall, and hereby does, to the extent permitted by law, grant to the Assignee or its designee an exclusive, unrestricted, irrevocable, worldwide, perpetual, royalty-free license to all such rights.
- 2.3 In the event that the Assignee requires any additional details of the Acquired Intellectual Property, the Assignor shall furnish the Assignee with such particulars as are reasonably requested by the Assignee.

3. **RIGHTS OF ACTION**

- 3.1 The Assignor confirms that the assignment of the Acquired Intellectual Property made under clause 2 is made with all rights and powers arising or accrued from the Acquired Intellectual Property, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.
- 3.2 The Assignor confirms that the assignment of the Patents comprised within the Acquired Intellectual Property is made with:
- (a) all rights and powers arising or accrued from such Patents, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements of such rights or other acts within the scope of the claims of any of such Patents or accompanying any of the applications for such Patents; and
 - (b) the right to apply for, prosecute and obtain patent or similar protection anywhere in the world in respect of any of the inventions claimed in any of the Patents including the right to claim priority therefrom.

4. **CONSIDERATION**

- 4.1 The purchase price to be paid by the Assignee for the assignment of the Acquired Intellectual Property is set forth on Schedule 2 (the “**Purchase Price**”), which shall be paid in the manner set forth on Schedule 2.
- 4.2 The Purchase Price is exclusive of any Transfer Tax properly chargeable thereon. Each Party shall be responsible for and shall timely pay any Transfer Tax that is required to be paid by such Party under applicable law in connection with the transactions contemplated by this Agreement.

5. **WARRANTIES BY THE ASSIGNOR**

- 5.1 The Assignor warrants to the Assignee as follows:
- (a) the Assignor has been duly established and is validly existing under the laws of the jurisdiction of its formation;
 - (b) the Assignor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
 - (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignor, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignor applied for, with respect to any property or other assets of the Assignor and, to the knowledge of the Assignor, no circumstance exists in respect of the Assignor that would justify the avoidance of this Agreement under applicable insolvency law;
 - (d) there is no Proceeding pending or threatened against or affecting the Assignor before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the consummation of transactions contemplated hereby;
 - (e) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms; and
 - (f) except as has been disclosed to the Assignee prior to the date hereof,
 - (i) the Assignor is the legal and beneficial owner of the Acquired Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances;
 - (ii) none of the Acquired Intellectual Property is involved in any current, pending, or threatened Proceeding, interference, reissue, re-examination, inter partes review, opposition or cancellation proceeding, nor has it been in the last six years;
 - (iii) to the knowledge of the Assignor, the Acquired Intellectual Property is in effect and subsisting;

- (iv) all maintenance or other fees relating to the Acquired Intellectual Property due and payable on or before the Effective Time have been paid in full;
- (v) the Assignor has not received any written notice or, to the knowledge of the Assignor, any other notice asserting that any such infringement or misappropriation has occurred or disputing the right of the Assignor to use the Acquired Intellectual Property; and
- (vi) no Proceeding is pending or, to the knowledge of the Assignor, threatened involving the Acquired Intellectual Property that challenges the validity, enforceability, ownership, use or licensing thereof.

5.2 EXCEPT AS SET OUT IN THIS AGREEMENT, THE ACQUIRED INTELLECTUAL PROPERTY IS ASSIGNED "AS IS" AND ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON OR CIVIL LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. **WARRANTIES BY THE ASSIGNEE**

6.1 The Assignee warrants to the Assignor as follows:

- (a) the Assignee has been duly established and is validly existing under the laws of the jurisdiction of its formation;
- (b) the Assignee has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Note and to consummate the transactions contemplated hereby and thereby;
- (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignee, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignee applied for, with respect to any property or other assets of the Assignee and, to the knowledge of the Assignee, no circumstance exists in respect of the Assignee that would justify the avoidance of this Agreement or the Note under applicable insolvency law;
- (d) there is no Proceeding pending or threatened against or affecting the Assignee before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the Note or the consummation of transactions contemplated hereby or thereby; and
- (e) this Agreement and the Note constitute the legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms.

7. **MISCELLANEOUS**

7.1 The Assignor shall upon request and for no additional consideration do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory

to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Acquired Intellectual Property or any part thereof in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title. Without limiting the generality of the foregoing, the Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any Proceeding that may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.

- 7.2 The Assignor shall be responsible for registering the transfers of the Acquired Intellectual Property with the applicable patent, copyright or other offices and for paying all costs and fees associated with such registrations.
- 7.3 To the extent an additional version is or is required to be prepared in a language other than English, the English language version of this Agreement is the official and controlling text for all purposes.
- 7.4 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland without giving effect to its rules on conflicts of law.
- 7.5 Each of the Parties irrevocably agrees that the courts of Ireland (excluding Northern Ireland) are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any Proceeding arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland. Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in this clause 7.5 on the grounds of venue or on the grounds of *forum non conveniens*.

IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES AS OF THE DATE FIRST ABOVE WRITTEN.

(Signature page follows.)

[REDACTED PAGES]

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Title

[REDACTED LINES]

15BON972	WO	PCT/EP2016/079820	12/06/2016			KOMBINIERTES ADRESSIERUNGSVERFAHREN IN EINEM BUSSYSTEM.
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