

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT	
<b>EFFECTIVE DATE:</b>	05/17/2020	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FINLEY LEE LEDBETTER	05/17/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VACUUM INTERRUPTERS, INC.	
<b>Street Address:</b>	13765 BETA ROAD	
<b>City:</b>	FARMERS BRANCH	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75244	
<b>PROPERTY NUMBERS Total: 10</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16249713	
<b>Application Number:</b>	15148137	
<b>Patent Number:</b>	9026375	
<b>Patent Number:</b>	9031795	
<b>Patent Number:</b>	9335378	
<b>Patent Number:</b>	9952178	
<b>Patent Number:</b>	9797865	
<b>Patent Number:</b>	9759773	
<b>Patent Number:</b>	10036727	
<b>PCT Number:</b>	US1865483	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)672-5399	
<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>		
<b>Phone:</b>	713-276-5706	
<b>Email:</b>	IPDocketing@foley.com	
<b>Correspondent Name:</b>	TERRELL R. MILLER	
<b>Address Line 1:</b>	FOLEY & LARDNER LLP	
<b>Address Line 2:</b>	1000 LOUISIANA STREET, SUITE 2000	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002	

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	124586-0101
<b>NAME OF SUBMITTER:</b>	VICKI L. ANDREWS
<b>SIGNATURE:</b>	/Vicki L. Andrews/
<b>DATE SIGNED:</b>	05/29/2020
<b>Total Attachments: 6</b> source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page1.tif source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page2.tif source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page3.tif source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page4.tif source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page5.tif source=Executed_Patent_Assignment-Finley_to_Vacuum_Interrupters#page6.tif	

## NUNC PRO TUNC PATENT ASSIGNMENT

**THIS NUNC PRO TUNC PATENT ASSIGNMENT** ("Agreement") is made effective as of the date of filing of each Patent Asset (as defined below), *nunc pro tunc*, and is by and between **Finley Lee Ledbetter**, a Texas resident having an address of Po Box 321 Graford TX 76449, ("Assignor") and **Vacuum Interrupters, Inc.**, a Texas corporation having a business address of 13765 Beta Rd, Farmers Branch, TX 75244 ("Assignee"). Assignors and Assignee are referenced collectively herein as the "Parties."

**WHEREAS**, Assignor is an inventor of certain new and useful inventions, for which patents have been issued and applications have been made, which are identified on the attached Schedule A (collectively the "Patent Assets);

**WHEREAS**, this Agreement is intended to effectuate and memorialize Assignor's prior obligation and desire, based upon Assignor's working relationship with Assignee and upon Assignee's agreement to pay all fees and expenses associated with the filing, prosecuting, and maintaining the Patent Assets, to assign all of Assignor's right, title, and interests in and to the Patent Assets to Assignee; and

**WHEREAS**, in recognition of Assignor's desire and obligation to assign, Assignee is desirous of acquiring all of Assignor's right, title, and interests in and to said Patent Assets.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

### 1. RECITALS INCORPORATED HEREIN BY REFERENCE.

The above recitals are hereby incorporated into the terms and conditions of this Agreement by reference.

### 2. ASSIGNMENT.

Assignor, without any requirement for additional consideration, does hereby confirm the irrevocable, perpetual, worldwide transfer and assignment, and does hereby irrevocably and perpetually assign and transfer, effective as of the date of creation of the Patent Assets, *nunc pro tunc*, to Assignee, all of such Assignor's worldwide rights, title and interests, past, present, and future, in and to the Patent Assets and all past, present, and future works based upon, derived from, or incorporating the Patent Assets or any portion of the Patent Assets, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made (collectively, the "Assigned IP"). Such rights, title and interests include, but are not limited to, (i) the right to secure patent registrations for such Assigned IP, or any component thereof, and derivative works in all countries as well as the right to secure any extension or renewal of such patents, (ii) the rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Assigned IP, (iii) the unqualified

right to revise, alter, and/or modify the Assigned IP, (iv) the rights in and to all causes of action, whether at law or in equity, for past, present, or future infringement, misappropriations, or other violations of the Assigned IP and rights thereto, and (v) all rights corresponding to the foregoing throughout the world. To the extent that title to any of the Assigned IP is not capable of being assigned and/or does not, by assignment, operation of law, or otherwise, vest in Assignee, Assignor additionally grants to Assignee a fully paid up, royalty free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, sell, offer to sell, or otherwise commercialize or exploit such Assigned IP.

### **3. OWNERSHIP.**

It is understood and agreed that any and all past, present, and future Assigned IP, as prepared by Assignor for the benefit of Assignee or its affiliates, arising from services performed by Assignor while employed by Assignee, is for the sole and exclusive use by, and benefit of, Assignee or its affiliates, successors, or assigns. Assignee shall be deemed to be the sole and exclusive owner of all rights, title, and interests in and to all past, present, and future Assigned IP, including all works based upon, derived from, or incorporating the Assigned IP or any portion thereof. Assignee shall have the right to use or not use any and all Assigned IP and to use, reproduce, re-use, alter, modify, edit, or change any and all Assigned IP as Assignee sees fit and for any purpose.

### **4. COOPERATION.**

Assignor covenants and agrees, at any time upon the request and at the expense of said Assignee, to execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said Assignee, to enable and assist said Assignee to (a) obtain letters patent or other related rights, both domestic and foreign, on said Assigned IP; (b) establish, maintain and secure title in said Assignee, its successors and assigns, to said Assigned IP, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Assigned IP against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Agreement.

### **5. REPRESENTATIONS AND WARRANTIES.**

Assignor represents and warrants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned IP has been or will be made or entered into, by Assignor, which would conflict with this Agreement.

Assignor authorizes and requests the Commissioner for Patents of the United States to issue all letters patent based on any Assigned IP, including any division, continuation, substitution, reissue, renewal and extension thereof, to said Assignee, its successors, and its assigns.

Assignor further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under

Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, Assignor has duly executed this Agreement on the date as indicated next to Assignor's name.

**AS AGREED BY ASSIGNOR:**

Date: 05/17/2020 06:14 PM EDT

Finley Lee Ledbetter



Finley Lee Ledbetter

State of ~~Texas~~ Florida )  
County of Pinellas ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Finley Lee Ledbetter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He produced his driver's license as identification and appeared by means of online notarization by way of two-way audio/video communication technology.

Given under my hand and seal of office this 17th day of May, 2020.

Cynthia D. Garcia



Notary Public

My commission expires: 06/30/2022

**AS ACKNOWLEDGED BY ASSIGNEE:**

Date: \_\_\_\_\_

\_\_\_\_\_  
on behalf of  
Vacuum Interrupters, Inc.

Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, Assignor has duly executed this Agreement on the date as indicated next to Assignor's name.

**AS AGREED BY ASSIGNOR:**

Date: \_\_\_\_\_  
Finley Lee Ledbetter

State of Texas                    )  
  ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Finley Lee Ledbetter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**AS ACKNOWLEDGED BY ASSIGNEE:**

Date: May 18, 2020

DocuSigned by:  
Raymond Kinney  
4326B52455F5484  
Raymond Kinney on behalf of Vacuum Interrupters, Inc.

**SCHEDULE A**

<b>TITLE</b>	<b>JURIS.</b>	<b>PAT. NO.</b>	<b>ISSUE DATE</b>	<b>APP. NO.</b>	<b>FILING DATE</b>
Method to Predict a Usable Life of a Vacuum Interrupter in the Field	US	9026375	5/5/2015	13/455608	4/25/2012
Electromagnetic Test Device to Predict a Usable Life of a Vacuum Interrupter in the Field	US	9031795	5/12/2015	13/455624	4/25/2012
Flexible Magnetic Field Coil for Measuring Ionic Quantity	US	9335378	5/10/2016	13/455657	4/25/2012
Method to Predict a Usable Life of a Vacuum Interrupter in the Field	US	9952178	4/24/2018	14/694737	4/23/2015
Electromagnetic Test Device to Predict a Usable Life of a Vacuum Interrupter in the Field	US	9797865	10/24/2017	14/694753	4/23/2015
System and Method to Predict a Usable Life of a Vacuum Interrupter in the Field	US	9759773	9/12/2017	14/740245	6/15/2015
Flexible Magnetic Field Coil for Measuring Ionic Quantity	US	n/a	n/a	15/148137	5/6/2016
System and Method to Predict a Usable Life of a Vacuum Interrupter in the Field	US	10036727	7/31/2018	15/668994	8/4/2017
Method for Replacement of Mercury Switches in a Switchgear with Alternative Switch Types	US	n/a	n/a	16/249713	1/16/2019

<b>TITLE</b>	<b>JURIS.</b>	<b>PAT. NO.</b>	<b>ISSUE DATE</b>	<b>APP. NO.</b>	<b>FILING DATE</b>
Method for Reconditioning of Vacuum Interrupters	US	10566158	2/18/2020	16/218166	12/12/2018
Flexible Magnetic Field Coil for Measuring Ionic Quantity	CA	2859368	3/19/2019	2859368	12/12/2012
Electromagnetic Testing Device for Determining a Life Expectancy of a Vacuum	UK	2520097	11/30/2016	1410831	12/12/2012
Flexible Magnetic Field Coil for Measuring Ionic Quantity	AU	2012352393	7/14/2016	2012352393	12/12/2012
System and Method to Predict a Usable Life of a Vacuum Interrupter in the Field	AU	2016280719	12/12/2019	2016280719	6/15/2016
System and Method to Predict a Usable Life of a Vacuum Interrupter in the Field	CA	n/a	n/a	2988614	6/15/2016
System and Method to Predict a Usable Life of a Vacuum Interrupter in the Field	UK	n/a	n/a	1800325.1	6/15/2016
Method for Replacement of Mercury Switches in a Switchgear with Alternative Switch Types	CA	n/a	n/a	3030348	1/17/2019
Method for Reconditioning of Vacuum Interrupters	PCT	n/a	n/a	PCT/US2018/065483	12/13/2018