

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6599733

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ABB SCHWEIZ AG	12/02/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ABB POWER GRIDS SWITZERLAND AG	
<b>Street Address:</b>	BRUGGERSTRASSE 72	
<b>City:</b>	BADEN	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	5400	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	29733935
	<b>Application Number:</b>	29745844
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	cramey!@sagepat.com	
<b>Correspondent Name:</b>	SAGE PATENT GROUP	
<b>Address Line 1:</b>	PO BOX 30789	
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27622-0789	
<b>ATTORNEY DOCKET NUMBER:</b>	ABB CH TO ABB-PG CH DES 2	
<b>NAME OF SUBMITTER:</b>	CHERYL F. RAMEY	
<b>SIGNATURE:</b>	/Cheryl F. Ramey/	
<b>DATE SIGNED:</b>	03/15/2021	
<b>Total Attachments: 5</b>		
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## IP Assignment Agreement

Effective Date of Agreement: 2. December 2020

Assignor: ABB Schweiz AG, a company incorporated under the laws of Switzerland, having its business address at Bruggerstrasse 66, 5400 Baden, Aargau, Switzerland and registered with the Commercial Registry of Canton Aargau under number CHE-101.538.426, ("ABB")

Assignee: ABB Power Grids Switzerland AG, a company incorporated under the laws of Switzerland, having its business address at Bruggerstrasse 72, 5400 Baden, Aargau, Switzerland and registered with the Commercial Registry of Canton Aargau under number CHE-424.543.670, ("PG")

- A. WHEREAS, ABB and PG entered into an agreement dated October 25, 2019 regarding the bulk transfer of ABB's Power Grids Business (as defined therein) to PG (the "BTA").
- B. WHEREAS, the BTA provides that the Power Grids Business is transferred from ABB to PG by operation of law pursuant to art. 69 *et seqq.* of the Swiss Merger Act and that such transfer becomes effective upon registration of the BTA in the commercial register. The registration in the commercial register was made on November 1, 2019.
- C. WHEREAS, section 3.1(b)(vi) of the BTA provides that the Power Grid Business comprises, *inter alia*, all registered, unregistered, and unregistrable intangible assets which are exclusively or predominantly used by the Power Grids Business, certain of which were further specified in Annex 3.7 to the BTA, and section 2(c) of the BTA provides that all parts of ABB's business other than the Power Grids Business, including, *inter alia*, all relating assets, remain with ABB.
- D. WHEREAS, section 3.8(a) of the BTA provides that ABB undertakes subsequently to transfer to PG, without charge and by way of individual transfers, any assets related to the Power Grids Business which are not or not sufficiently specified in the Inventory (as defined in the BTA).
- E. WHEREAS, in accordance with OECD commentary 2017, Model Tax Convention Article 12 paragraph 4.3, and based on section 6 of the BTA, PG is the beneficial owner of all registered, unregistered, and unregistrable intangible assets which are exclusively or predominantly used by the Power Grids Business, from the

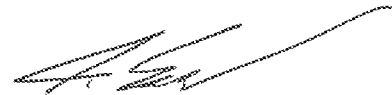
effective date of the BTA, and since the effective date of the BTA, PG does have the right to use and enjoy the related royalty income unconstrained by contractual or legal obligation to pass on the payment received to another person.


- F. WHEREAS, in line with the overarching concept governing the transfer of assets pertaining to the Power Grids Business and section 35.1 of the sale and purchase agreement dated December 17, 2018 between ABB Ltd and Hitachi, Ltd. ("the SPA"), the parties want to further clarify and give full effect to the transfer of intangible assets contemplated by the BTA with respect to the intangible assets set forth in the Schedule (the "Assigned Intangible Assets") by way of this IP Assignment Agreement (the "Agreement").

The parties agree as follows:

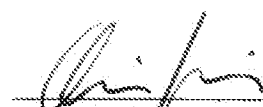
1. Assignor agrees to assign and transfer, and hereby assigns and transfers, its rights, title, and interests in and to the Assigned Intangible Assets to Assignee, and Assignee hereby accepts such assignment and transfer.
2. In case in any jurisdiction any Assigned Intangible Asset may not be validly assigned or transferred to Assignee, Assignor hereby grants Assignee the worldwide, exclusive, perpetual, irrevocable, transferable, royalty-free and sub-licensable right to use and exploit such Assigned Intangible Asset for any purpose whatsoever with respect to such jurisdictions.
3. The assignment and transfer pursuant to section 1, and any license grant pursuant to section 2, are fully reflected, in terms of value, in the net book value stated in section 4 of the BTA and are made without additional charge, in line with section 3.8(a) of the BTA.
4. Assignor shall perform all such further acts, execute and deliver all such further documents, and make all such further declarations as Assignee may reasonably request in order to (i) perfect the assignment and transfer of the Assigned Intangible Assets, (ii) document the assignment and transfer and record it in any relevant register, (iii) update any relevant register to reflect Assignee as the new owner of the Assigned Intangible Assets, or (iv) otherwise give full effect to the assignment and transfer.
5. All costs and fees in connection with this Agreement, in particular the fees of any filing, recordal, and update of any registration, shall be subject to the terms and conditions of the SPA and BTA, as if this Agreement would have taken place prior to July 1, 2020.
6. This Agreement shall be exclusively governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of laws principles. The exclusive place of jurisdiction for any dispute, claim, or controversy arising under, out of, in connection with, or related to this Agreement (or subsequent amendments thereof), including, without limitation, disputes, claims, or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be the city of Baden, Switzerland.

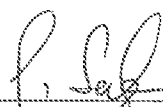
Assignor: ABB Schweiz AG

Signature:   
Name: Scharrer Alexander  
Title:  
Date: 2020-12-03

Signature:  BL.  
Name: NADJA BORNHESSEL  
Title: CHIEF OPERAT. CONTROLLER  
Date: 3 Dec. 2020

Assignee: ABB Power Grids  
Switzerland AG

Signature:   
Name: Gerald M. P. ...  
Title: Head of IP  
Date: Dec. 16, 2020

Signature:   
Name: Gerhard Sulz  
Title: CTO  
Date: Dec. 16, 2020

## Schedule 2: Designs

The following designs and design applications, listed here in Schedule 2 (collectively, the "Listed Designs"), together with all designs or design applications worldwide to which any such Listed Designs claims priority or for which any such Listed Designs forms a basis for priority, together with the right to claim priority to and/or from the Listed Designs in any jurisdiction worldwide, and together with the right to sue for and be entitled to any damages, injunctive relief, and any other remedies of any kind for past, current, and future infringement thereof:

Patent ID	Invention ID	Patent Reference	Invention Reference	Country	Filing Date	Application Number	Date of Registration	Registration Number
83516693	83324236	CH-11138-CN-RD	CH-11138	China	2011-11-25	201130471565.5	2013-01-09	ZL201130471565.5
85226458	84856614	P190992CN01	P190992	China	2020-03-31	202030120050.X	2020-10-02	ZL202030120050.X
85267954	84856755	P190994CN01	P190994	China	2020-08-10	202030452244.X		
83518213	83324273	SE-9-269-CN-RD	SE-9-269	China	2007-04-20	200730146345.9	2008-03-19	200730146345.9
84902704	84856614	P190992EM01	P190992	European Union IPO	2019-11-25	007296173-0001	2019-11-25	007296173-0001
84959425	84856614	P190992EM02	P190992	European Union IPO	2019-11-25	007296173-0002	2019-11-25	007296173-0002
84902751	84856755	P190994EM01	P190994	European Union IPO	2020-02-10	007685086-0001	2020-02-10	007685086-0001
83500190	83328205	PL--0002-EU-CD	PL--0002	European Union IPO	2015-09-16	002773218-0001	2015-09-28	002773218-0001
83500191	83327167	PL--0003-EU-CD	PL--0003	European Union IPO	2015-09-16	002773218-0002	2015-09-28	002773218-0002
83500192	83328457	PL--0004-EU-CD	PL--0004	European Union IPO	2015-09-16	002773218-0003	2015-09-28	002773218-0003
83520196	83324236	CH-11138-FR-RD	CH-11138	France	2012-05-14	12-2350	2012-08-03	2012 2350
83520280	83324236	CH-11138-DE-RD	CH-11138	Germany (Federal Republic of)	2012-05-24	402012100397.6	2012-11-20	402012100397.6
83519736	83324273	SE-9-269-IN-RD	SE-9-269	India	2007-04-18	209800	2016-09-09	209800

Patent ID	Invention ID	Patent Reference	Invention Reference	Country	Filing Date	Application Number	Date of Registration	Registration Number
83518178	83324273	SE-9-269-SE-RD	SE-9-269	Sweden	2006-10-20	2006/0581	2007-05-02	79533
85226467	84856614	P190992US01	P190992	United States of America	2020-05-07	29/7733,935		
85267963	84856755	P190994US01	P190994	United States of America	2020-08-10	29/7745,844		