

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6629849

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ABB SCHWEIZ AG	12/02/2020
RECEIVING PARTY DATA		
Name:	ABB POWER GRIDS SWITZERLAND AG	
Street Address:	BRUGGERSTRASSE 72	
City:	BADEN	
State/Country:	SWITZERLAND	
Postal Code:	5400	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17281388
CORRESPONDENCE DATA		
Fax Number:	(984)538-0416	
<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:	9842193375	
Email:	kfarrow@sagepat.com	
Correspondent Name:	SAGE PATENT GROUP/ABB POWER GRIDS SWITZERLAND	
Address Line 1:	PO BOX 30789	
Address Line 4:	RALEIGH, NORTH CAROLINA 27622-0789	
ATTORNEY DOCKET NUMBER:	8700-181010US01	
NAME OF SUBMITTER:	OLIVIA M. MARSH	
SIGNATURE:	/Olivia M. Marsh/	
DATE SIGNED:	03/30/2021	
Total Attachments: 5		
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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.

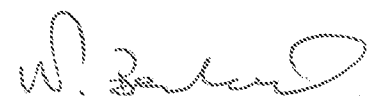
Assignor: ABB Schweiz AG

Signature: 

Name: Scharrer Alexander

Title:

Date: 2020-12-03

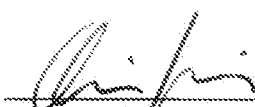
Signature:  BL

Name: NADJA BORNHESSEL

Title:

Date: CHIEF OPERAT. CONTROLLER
3 Dec. 2020

Assignee: ABB Power Grids
Switzerland AG

Signature: 

Name: Gerald J. Phipps

Title:

Date: Dec. 16, 2020

Signature: 

Name: Gerhard Sulz

Title:

Date: CTO
Dec. 16, 2020

Schedule -- Assigned Intangible Assets

Schedule 1: Patents

The inventions for which the patents, patent applications, and invention disclosures are made, listed here in Schedule 1 ("Listed Patent Rights"), together with any and all patents or patent applications anywhere worldwide to which any of the Listed Patent Rights directly claims priority, including but not limited to provisional applications thereof, or for which any of the Listed Patent Rights directly or indirectly forms a basis for priority, together with all existing and/or future continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, reissues, reexaminations, extensions, registrations, and foreign counterparts of any item in any of the foregoing, together with the right to claim priority to and/or from the Listed Patent Rights in any jurisdiction worldwide, 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, together with all rights worldwide in the Listed Patent Rights; said entire right, title, and interest, to be held and enjoyed by the Assignee for its own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns to the full end of the term for which the aforementioned rights may be granted anywhere in the world:

Patent ID	Invention ID	Patent Reference	Invention Reference	Country	Filing Date	Application Number	Date of Grant	Patent Number
83520530	83325252	IT-10501-AR-NP	IT-10501	Argentina	2005-05-20	P050102097	2010-01-29	AR049183
83526699	83323868	IT-10503-AR-NP	IT-10503	Argentina	2005-09-27	P050104066	2009-05-14	51929
83527900	83327304	SE-11140-AR-NP	SE-11140	Argentina	2012-06-14	2012 01 02108		
83505723	83326705	10440-AR-NP	10440	Argentina	2009-06-10	090102080	2014-07-23	AR072025B1
83541076	83325397	CH-13141-AU-PCT	CH-13141	Australia	2014-10-06	2014331066		
83540546	83324806	CH-13143-AU-PCT	CH-13143	Australia	2014-10-06	2014331067		
83540560	83324807	CH-13144-AU-PCT	CH-13144	Australia	2014-09-01	2014314061		
83538674	83320555	US-10006-PRK-AU-PCT	US-10006-PRK	Australia	2011-01-21	2011207343		
84850373	83320011	CH-17016-AU01	CH-17016	Australia	2018-02-19	2018222793		
85265325	84442913	P180087AU01	P180087	Australia	2019-01-22	2019212433		
83511882	83328241	10811-AU-PCT	10811	Australia	2010-02-03	2010344989	2014-05-24	2010344989

Patent ID	Invention ID	Patent Reference	Invention Reference	Country	Filing Date	Application Number	Date of Grant	Patent Number
84612724	84551750	P180819WO01	P180819	Patent Cooperation Treaty	2019-02-28	PCT/EP2019/054926		
85248013	84566928	P180926WO01	P180926	Patent Cooperation Treaty	2020-03-27	PCT/US2020/025157		
84612866	84568069	P180933WO01	P180933	Patent Cooperation Treaty	2019-02-27	PCT/EP2019/054835		
85101383	84551213	P180949WO01	P180949	Patent Cooperation Treaty	2019-12-23	PCT/IB2019/061266		
84885562	84574202	P181010WO01	P181010	Patent Cooperation Treaty	2019-10-09	PCT/EP2019/077292		
85240282	84589690	P181014WO01	P181014	Patent Cooperation Treaty	2020-03-27	PCT/US2020/025151		
84855974	84600800	P181229WO01	P181229	Patent Cooperation Treaty	2019-12-24	PCT/IB2019/061325		
84874491	84613826	P181315WO01	P181315	Patent Cooperation Treaty	2019-10-14	PCT/IB2019/058725		
84659539	84656596	P181636WO01	P181636	Patent Cooperation Treaty	2019-03-11	PCT/EP2019/056012		
84707934	84707929	P190239WO01	P190239	Patent Cooperation Treaty	2019-02-28	PCT/EP2019/054927		
83542360	83327430	SE-11138-PE-PCT	SE-11138	Peru	2011-06-17	2831.13		
83538996	83327304	SE-11140-PE-PCT	SE-11140	Peru	2011-06-14	2808		
83538004	83327307	SE-11171-PE-PCT	SE-11171	Peru	2011-07-04	12.14		
83540587	83322579	09/103-PL-EPA	09/103	Poland	2009-09-29	09171606.8	2012-04-18	2328264
83525589	83325266	PL-P0500050-PL-NP	PL-P0500050	Poland	2005-09-14	P377064	2010-03-17	206226