

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6821941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
POWER INTEGRITY SERVICES, LLC			04/07/2021
RECEIVING PARTY DATA			
Name:	FRANKLIN FUELING SYSTEMS, LLC		
Street Address:	3760 MARSH ROAD		
City:	MADISON		
State/Country:	WISCONSIN		
Postal Code:	53718		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	6808087		
Patent Number:	8030803		
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
<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:	3172370300		
Email:	intead@faegredrinker.com		
Correspondent Name:	FAEGRE DRINKER BIDDLE & REATH LLP		
Address Line 1:	300 N. MERIDIAN STREET		
Address Line 2:	SUITE 2500		
Address Line 4:	INDIANAPOLIS, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	FEC0344 AND FEC0345		
NAME OF SUBMITTER:	KAITLIN M. HINKLEY		
SIGNATURE:	/kaitlin m. hinkley/		
DATE SIGNED:	07/20/2021		
Total Attachments: 3			
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”) is effective as of the 7th day of April, 2021 (**“Effective Date”**), by and between **FRANKLIN FUELING SYSTEMS, LLC**, a corporation organized and existing under the laws of the State of Indiana, having its principal place of business at 3760 Marsh Road, Madison, Wisconsin 53718, (**“Assignee”**) and **POWER INTEGRITY SERVICES, LLC**, a North Carolina limited liability company with a principal office address at 2109 Patterson Street, Greensboro, North Carolina 27407 (**“Assignor”**). Assignor and Assignee are referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, Assignor and Assignee are Parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), pursuant to which this Assignment is being executed; and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights, title and interest to, among other intellectual property, the following:

U.S. Patent No. 6,808,087; and
U.S. Patent No. 8,030,803,

(hereinafter, collectively, the “Assigned Patents”); and

WHEREAS, the Parties desire to enter into this Assignment to confirm and effect the purposes contemplated by the Purchase Agreement, confirm assignment of the Assigned Patents from Assignor to Assignee, and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW , THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor confirms and declares that, pursuant to the Purchase Agreement, Assignor assigned to Assignee its entire worldwide rights, title and interest in, to, and under the Assigned Patents. To the extent of any remaining rights Assignor may have, Assignor hereby assigns, conveys, transfers and sets over absolutely to Assignee, the entire right, title and interest in and to the Assigned Patents, for the United States and for all foreign countries, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part, and including the subject matter of all claims that may be obtained therefrom, and to any and all inventions and improvements that are disclosed, claimed or possessed by Assignor, including any and all inventions that are disclosed but not claimed, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office (and any other non U.S. patent issuing counterpart) to record Assignee as owner of the Assigned Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-party, and to issue any and all letters patent of the United States and any foreign jurisdiction thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby further agrees for itself and its executors and administrator, its successors, assigns and legal representatives, at Assignee's expense and charges, to execute upon request any other lawful documents reasonably necessary in connection with this Assignment or the Assigned Patents, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and, upon Assignee's reasonable request and expense, the giving of testimony in any interference or other proceeding in which the Assigned Patents may be involved.

4. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the parties transmitted by facsimile, or by pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

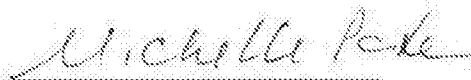
5. This Assignment and all matters related to this Assignment will be governed by, construed in accordance with, and enforced under the laws of the State of Delaware, U. S. A., without regard to conflicts of law principles. Any conflict or inconsistency in the provisions of this Assignment and the Purchase Agreement will be resolved by giving precedence to the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

POWER INTEGRITY SERVICES, LLC

FRANKLIN FUELING SYSTEMS, LLC

Signature: _____



Signature: _____

Name: Michelle Porter

Name: Jonathan Grandon

Title: President

Title: Secretary

2. Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office (and any other non U.S. patent issuing counterpart) to record Assignee as owner of the Assigned Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-party, and to issue any and all letters patent of the United States and any foreign jurisdiction thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

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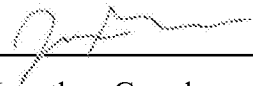
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