

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7807866

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADAPTIVE WIRELESS SOLUTIONS, L.L.C.	01/02/2019
RECEIVING PARTY DATA		
Name:	SCHNEIDER ELECTRIC SYSTEMS USA, INC.	
Street Address:	38 NEPONSET AVENUE	
Internal Address:	C42-12	
City:	FOXBORO	
State/Country:	MASSACHUSETTS	
Postal Code:	02035-2037	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17420652
CORRESPONDENCE DATA		
Fax Number:	(713)223-3717	
<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:	7132261200	
Email:	patent@lockelord.com	
Correspondent Name:	LOCKE LORD LLP	
Address Line 1:	600 TRAVIS ST.	
Address Line 2:	SUITE 2800	
Address Line 4:	HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	2018P00331WOUS (817US9)	
NAME OF SUBMITTER:	DANIEL G. NGUYEN	
SIGNATURE:	/Daniel G. Nguyen/	
DATE SIGNED:	02/22/2023	
Total Attachments: 6		
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “Assignment”) is made and delivered this 2nd day of January, 2019, by ADAPTIVE WIRELESS SOLUTIONS, L.L.C., a Louisiana limited liability company (“Assignor”), for the benefit of SCHNEIDER ELECTRIC SYSTEMS USA, INC., a Massachusetts corporation (“Assignee” and together with Assignor, the “Parties”).

WHEREAS, this Assignment is delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of January 2, 2019, by and among the Parties and certain other parties thereto, as amended (the “Purchase Agreement”), pursuant to which Assignor has agreed to, among other things, assign and transfer to Assignee, and Assignee desires to accept and assume from Assignor, Assignor’s entire right, title and interest in and to the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. The following terms shall have the following meanings:

a. “Assigned Intellectual Property” means the Purchased Intellectual Property owned by Assignor, including, for the avoidance of doubt, the Marks and the Patents listed on Schedule A hereto.

b. As defined in the Purchase Agreement (reproduced here for convenient reference), “Intellectual Property” means all right, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including: (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, “Patents”); (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (collectively, “Marks”); (iii) all Internet domain names; (iv) all copyrights and all mask works, databases and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof; (v) trade secrets; (vi) all intellectual property rights arising from or relating to Technology and (vii) all Software. “Software” means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software and firmware implementations of algorithms, models and methodologies, whether in source code or object code; and (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise.

c. As defined in the Purchase Agreement (reproduced here for convenient reference), "Purchased Intellectual Property" means (i) all Intellectual Property owned by Sellers and used or developed in connection with the Business, including those Patents, Marks and other Intellectual Property listed on Schedule 5.12(a) of the Purchase Agreement.

2. Assignment. Assignor confirms the assignment of, and does hereby sell, assign, transfer, convey and deliver to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Assigned Intellectual Property. The foregoing assignment of Assigned Intellectual Property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing, subject to the terms and conditions of the Purchase Agreement.

3. Registrations. Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, and directors of equivalent foreign patent offices, to issue any and all letters patent and trademark registrations which may be granted upon said Assigned Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to Assignee.

4. Conflict. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. Successors and Assigns. This Assignment shall be binding upon each of the Parties hereto and their respective successors and permitted assigns.

6. Entire Agreement. This Assignment, the Purchase Agreement and the other agreements and instruments delivered by the Parties pursuant to the Purchase Agreement are the complete and exclusive statement of the agreement between the Parties and supersede all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Assignment. This Assignment may not be modified or altered except by written instrument duly executed by each of the Parties.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

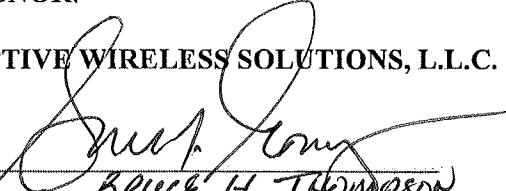
9. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of

the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN TESTIMONY WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

ADAPTIVE WIRELESS SOLUTIONS, L.L.C.

By: 

Name:

Title:

BRUCE H. THOMPSON
CEO - MEMBER

ASSIGNEE:

SCHNEIDER ELECTRIC SYSTEMS USA, INC.

By: 

Name:

Title:

Mary Kibble
Secretary

Schedule A

Assigned Intellectual Property

Patents:

GSNN #	Serial No.	Maintenance fees or other action	Misc. Information:
Country	Filing Date	Due date	Corresponding U.S. Serial No./Patent;
Title/Subject Matter	Patent No. Issue Date		
99728.1	13/274,858	Patented Case	61/393,682
US	17-Oct-11	Maintenance Fees Due 16 November 2021, 2025, 2029	15-Oct-10
"Acoustic Sensor Holder and Apparatus using same"	9,971,032 15-May-18		
99728.2	62/043,896	Expired - No further action due – included in patent application no. 14/841,175 filed	
US	29-Aug-14	31-Aug-15	
"Remote wireless sensors and systems including remote wireless sensors"			
(1) Glass and stainless steel instrument enclosure with pressure buttons;			
(2) A hermetically-sealed sensor in which there is a first battery hermetically sealed in the sensor and a second battery external of the case, where the sensor is powered from the second battery when the second battery has sufficient charge to power the sensor, and the sensor sends a signal when the second battery reaches a predetermined (low) amount of charge.			
(3) Data tagging;			
(4) Digital signature reads;			
(5) Partitioning of complexity for Wireless HART networks;			
(6) Installation – join process / association			
99728.2P	62/155,437	Expired - No further action due – included in patent application no. 14/841,175 filed	62/043,896
US	30-Apr-15	31-Aug-15	29-Aug-14
"Remote wireless sensors and systems including remote wireless sensors"			
Added			
(7) Augmented visit.			
(8) One Time Pad encryption (cryptography)			

99728.2P US "Remote wireless sensors and systems including remote wireless sensors" {1} Glass and stainless steel instrument enclosure with pressure buttons (probably will drop); {2} A hermetically-sealed sensor in which there is a first battery hermetically sealed in the sensor and a second battery external of the case, where the sensor is powered from the second battery when the second battery has sufficient charge to power the sensor, and the sensor sends a signal when the second battery reaches a predetermined (low) amount of charge (probably will drop); {3} Data tagging; {4} Digital signature reads; {5} Partitioning of complexity for Wireless HART networks; {6} Installation – join process / association {7} Augmented visit. {8} One Time Pad encryption	14/241,175 31-Aug-15	Response to Non-Final Office Action entered and sent to Examiner – Awaiting further action by USPTO.	62/155,437 30-Apr-15 62/043,896 29-Aug-14
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99728.2P2 US "Remote wireless sensors and systems including remote wireless sensors" adding the following: (9) OTP subscription control; (10) Installation – join process / association – cloning; (11) "foreign EN" (the ability to place common retail devices such as fitbits etc. that read life signs or industrial variables and transmit them as BLE signals, onto the WirelessHART network as peer level devices to purposely built WirelessHART sensors - to our IAN system these are "foreign" devices (made by other companies) but we can enable them to be used as if they were our own, and this is a unique new functionality of great commercial worth).	62/776,284 6 December 2018	Full US patent application and any foreign applications (including a PCT patent application) due 6 December 2019	
99728.3 US "End Node and Bluetooth Low Energy System"	62/701,336 20 July 2018	Full US patent application and any foreign applications (including a PCT patent application) due 20 July 2019	

Unregistered Marks:

ENABLE™

IAN™

UltraSecurity™

LTT™

LifeTimeTrace™

LTD™

LifeTimeData™

LTP™

LifeTimePower™