

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI884892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POWER DISTRIBUTION, INC.	12/31/2022
RECEIVING PARTY DATA	
Company Name:	EATON INTELLIGENT POWER LIMITED
Street Address:	30 PEMBROKE ROAD
City:	DUBLIN 4
State/Country:	IRELAND
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7819676
Patent Number:	9297864
Application Number:	61346078
Patent Number:	9520703
Patent Number:	9190791
Patent Number:	9698548
Patent Number:	10840689
Application Number:	62568902
Application Number:	16783435
Patent Number:	6330516
Patent Number:	7368836
Patent Number:	8325504
Patent Number:	9768591
Application Number:	62309858
Patent Number:	9979166
Application Number:	62326433
CORRESPONDENCE DATA	
Fax Number:	4125666099
<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:	4125666000

Email:	ipmail@eckertseamans.com
Correspondent Name:	NATHANIEL C. WILKS
Address Line 1:	ECKERT SEAMANS CHERIN & MELLOTT, LLC
Address Line 2:	600 GRANT ST., 44TH FLOOR
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	050348-05355
NAME OF SUBMITTER:	CATHY ROEDER
SIGNATURE:	/CATHY ROEDER/
DATE SIGNED:	03/13/2025

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is entered into as of this day of 31st of December 2022 between

- (1) **Power Distribution, Inc** (“**PDI**” or the “**Assignor**”), and
- (2) **Eaton Intelligent Power Limited**, an Irish limited company having its registered office at 30 Pembroke Road, Dublin 4, Ireland, registration number 523985 (the “**Assignee**”)

BACKGROUND

- (A) The Assignor are the owner of certain Intellectual Property used or held for use in the development and manufacture of Products.
- (B) The Assignee desires to acquire such Intellectual Property from the Assignor and thereafter intends to develop, enhance, maintain, protect and exploit such Intellectual Property.
- (C) The Assignor have agreed to assign the Acquired Intellectual Property to the Assignee, and the Assignee has agreed to acquire the Acquired Intellectual Property, on the terms set out in this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

“**Acquired Intellectual Property**” means all Intellectual Property owned by the Assignor that is used or held for use, in whole or in part, in the manufacture or offering for sale of any Product, including the Scheduled Patents, but excluding all Excluded Intellectual Property;

“**Copyrights**” means all copyrights (registered or unregistered), writings and other works in which copyright subsists, moral rights and all other rights corresponding thereto in work of authorship, and all registrations and applications for registration thereof anywhere in the world;

“**Domain Names**” means all rights in World Wide Web addresses and domain names and all registrations and applications for registration thereof anywhere in the world;

“**Eaton Business System**” means the management tools, processes and measures used by the Assignor and its affiliates in the conduct of their operations;

“**Effective Time**” means the close of business on 31st of December, 2022;

“**Encumbrance**” means any lien, encumbrance, charge or other security interest;

“Excluded Intellectual Property” means (i) all Trademarks; (ii) all Domain Names; (iii) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in production processes; (iv) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in marketing, sales, service or distribution processes; (v) all Intellectual Property used or held for use exclusively to provide Services; and (vi) all Intellectual Property comprising the Eaton Business System;

“Intellectual Property” means (i) Patents; (ii) Trademarks; (iii) Copyrights; (iv) Know-How; (v) Software; (vi) Domain Names; and (vii) all other intellectual and industrial property and rights of a similar or corresponding nature anywhere in the world, whether registered or not or capable of registration or not, and including all applications for, and continuations, re-filings, re-issues and extensions of any of the foregoing rights;

“Know-How” means all know-how, inventions, discoveries, ideas, processes, formulae, designs, drawings, models, trade secrets, proprietary information, and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm), whether patentable or not, including technical information, drawings, test results or reports, testing procedures, and instruction and training manuals;

“Party” means a party to this Agreement;

“Patents” means all utility patents, utility models, design patents, industrial designs and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations in part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including invention disclosures;

“Permitted Encumbrances” means Encumbrances for taxes, assessments or governmental or other similar charges or levies that are not yet due and payable or that, although due and payable, are being contested in good faith;

“Proceeding” means any suit, action or other proceeding;

“Product” means any product offering of the Assignor or any of its affiliates other than Services;

“Purchase Price” has the meaning set out in clause 4.1;

“Scheduled Patents” means the Patents listed on Schedule 1 to this Agreement;

“Services” means the performance of maintenance or repair services as a follow on to a sale of a Product;

“Software” means all computer software programs (including object code and source code), whether embodied in firmware, software or otherwise;

“Trademarks” means all registered trademarks, registered service marks, logos, get-up, trade dress, common law trademarks, common law service marks, business names, trade names, corporate or company names, and all registrations and applications for

registration thereof anywhere in the world and all goodwill associated therewith anywhere in the world; and

"Transfer Tax" means any value added tax, transfer, stamp or sales tax or duty or other similar tax, charge or duty due or payable as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

- 1.2 Except as otherwise provided, any references in this Agreement to clauses, schedules and/or parties are references to the clauses, schedules and/or parties to this Agreement.
- 1.3 Where applicable references to the singular shall include the plural and vice versa and reference to any gender shall include other genders.
- 1.4 The division of this Agreement to clauses and sub-clauses, and the headings used in this Agreement, are for convenience only, and shall not affect the interpretation of this Agreement.
- 1.5 In this Agreement, unless otherwise specified, any reference to a document is a reference to the document as from time to time supplemented, modified or amended.
- 1.6 A waiver by either Party of any breach by the other Party of any other terms, provisions or conditions of this Agreement or the acquiescence of such Party and any act (whether by commission or omission) that but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.
- 1.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other agreement or agreements or any rights or obligations thereunder save only insofar as the express provision requires to the contrary.
- 1.8 This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, undertakings, understandings, arrangements, agreements, side letters or heads of agreement between the Parties concerning the same, which are hereby revoked by mutual consent of the Parties.
- 1.9 In this Agreement, any phrase introduced by the words *include, including, includes* and *such as* are to be construed as illustrative, and shall not limit the sense of the words preceding those words.
- 1.10 In this Agreement, unless otherwise specified, any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted, or both, from time to time, and to any subordinate legislation made under it.
- 1.11 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification(s) as may be necessary to make it valid. The Parties agree, in the circumstances referred to in this clause 1.11 to

attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

- 1.12 This Agreement may be executed in any number of counterparts and by exchange of pdfs, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

2. ASSIGNMENT

- 2.1 With effect as of the Effective Time, the Assignor hereby irrevocably and unconditionally assign, transfer and convey to the Assignee, and the Assignee hereby accepts, all of the Assignor' right, title and interest in and to the Acquired Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances.
- 2.2 In the event that any or all of the Assignor' rights, title or interest in and to any of the Acquired Intellectual Property are deemed not to vest in the Assignee as of the Effective Time for any reason whatsoever, the Assignor shall, and hereby do, to the extent permitted by law, irrevocably assign, transfer and convey to the Assignee or its designee all such rights, title and interest in and to all of the Acquired Intellectual Property, including all economic rights and moral rights of authorship, and the Assignee hereby accepts such assignment. To the extent permitted by law, the Assignor hereby waive all of their personal rights, or at a minimum agree that it will not invoke their personal rights with respect to any Acquired Intellectual Property. If as a matter of law any Acquired Intellectual Property is not assignable by the Assignor to the Assignee, the Assignor shall, and hereby do, to the extent permitted by law, grant to the Assignee or its designee an exclusive, unrestricted, irrevocable, worldwide, perpetual, royalty-free license to all such rights.
- 2.3 In the event that the Assignee requires any additional details of the Acquired Intellectual Property, the Assignor shall furnish the Assignee with such particulars as are reasonably requested by the Assignee.
- 2.4 Assignor are in possession of ITAR controlled technical data and UK military technology. The Parties agree that the Assignor will hold all ITAR controlled technical data and UK military technology in escrow pending the issuance of licenses that will allow for the lawful transfer of the ITAR controlled technical data and/or UK military technology.

3. RIGHTS OF ACTION

- 3.1 The Assignor confirm that the assignment of the Acquired Intellectual Property made under clause 2 is made with all rights and powers arising or accrued from the Acquired Intellectual Property, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.
- 3.2 The Assignor confirm that the assignment of the Patents comprised within the Acquired Intellectual Property is made with:
- (a) all rights and powers arising or accrued from such Patents, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements of such rights or other acts within the scope of the claims of any of such Patents or accompanying any of the applications for such Patents; and

- (b) the right to apply for, prosecute and obtain patent or similar protection anywhere in the world in respect of any of the inventions claimed in any of the Patents including the right to claim priority therefrom.

4. CONSIDERATION

- 4.1 The purchase price to be paid by the Assignee for the assignment of the Acquired Intellectual Property is set forth on Schedule 2 (the "Purchase Price"), which shall be paid in the manner set forth on Schedule 2.
- 4.2 The Purchase Price is exclusive of any Transfer Tax properly chargeable thereon. Each Party shall be responsible for and shall timely pay any Transfer Tax that is required to be paid by such Party under applicable law in connection with the transactions contemplated by this Agreement.

5. WARRANTIES BY THE ASSIGNOR

- 5.1 The Assignor warrant to the Assignee as follows:

- (a) the Assignor have been duly established and is validly existing under the laws of the jurisdiction of its formation;
- (b) the Assignor have all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
- (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignor, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignor applied for, with respect to any property or other assets of the Assignor and, to the knowledge of the Assignor, no circumstance exists in respect of the Assignor that would justify the avoidance of this Agreement under applicable insolvency law;
- (d) there is no Proceeding pending or threatened against or affecting the Assignor before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the consummation of transactions contemplated hereby;
- (e) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms; and
- (f) except as has been disclosed to the Assignee prior to the date hereof,
 - (i) the Assignor are the legal and beneficial owner of the Acquired Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances;
 - (ii) none of the Acquired Intellectual Property is involved in any current, pending, or threatened Proceeding, interference, reissue, re-examination, inter parties review, opposition or cancellation proceeding, nor has it been in the last six years;

- (iii) to the knowledge of the Assignor, the Acquired Intellectual Property is in effect and subsisting;
- (iv) all maintenance or other fees relating to the Acquired Intellectual Property due and payable on or before the Effective Time have been paid in full;
- (v) the Assignor have not received any written notice or, to the knowledge of the Assignor, any other notice asserting that any such infringement or misappropriation has occurred or disputing the right of the Assignor to use the Acquired Intellectual Property; and
- (vi) no Proceeding is pending or, to the knowledge of the Assignor, threatened involving the Acquired Intellectual Property that challenges the validity, enforceability, ownership, use or licensing thereof.

5.2 EXCEPT AS SET OUT IN THIS AGREEMENT, THE ACQUIRED INTELLECTUAL PROPERTY IS ASSIGNED "AS IS" AND ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON OR CIVIL LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. WARRANTIES BY THE ASSIGNEE

6.1 The Assignee warrants to the Assignor as follows:

- (a) the Assignee has been duly established and is validly existing under the laws of the jurisdiction of its formation;
- (b) the Assignee has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and thereby;
- (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignee, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignee applied for, with respect to any property or other assets of the Assignee and, to the knowledge of the Assignee, no circumstance exists in respect of the Assignee that would justify the avoidance of this Agreement under applicable insolvency law;
- (d) there is no Proceeding pending or threatened against or affecting the Assignee before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the consummation of transactions contemplated hereby or thereby; and
- (e) this Agreement constitutes the legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms.

7. MISCELLANEOUS

- 7.1 The Assignor shall upon request and for no additional consideration do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Acquired Intellectual Property or any part thereof in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title. Without limiting the generality of the foregoing, the Assignor agree and undertake to provide to the Assignee (at its request) all reasonable assistance with any Proceeding that may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.
- 7.2 The Assignor shall be responsible for registering the transfers of the Acquired Intellectual Property with the applicable patent, copyright or other offices and for paying all costs and fees associated with such registrations.
- 7.3 To the extent an additional version is or is required to be prepared in a language other than English, the English language version of this Agreement is the official and controlling text for all purposes.
- 7.4 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland without giving effect to its rules on conflicts of law.
- 7.5 Each of the Parties irrevocably agrees that the courts of Ireland (excluding Northern Ireland) are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any Proceeding arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland. Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in this clause 7.5 on the grounds of venue or on the grounds of *forum non conveniens*.

IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES AS OF THE DATE FIRST ABOVE WRITTEN.

(Signature page follows.)

SIGNED FOR AND ON BEHALF OF

Power Distribution, Inc

By: 

Name: Kirsten M. Park

Title: Vice President and Treasurer

SIGNED FOR AND ON BEHALF OF

Eaton Intelligent Power Limited

By: 

Name: Nicolas Papaioannou

Title: Director

SIGNED FOR AND ON BEHALF OF

Eaton Intelligent Power Limited

By: 

Name: Robin Cefai

Title: Director

SCHEDULE 1: SCHEDULED PATENTS

Patent Reference	Patent Application Title	Country	Status	Filed Date	Application Number	Grant Date	Patent No.
PCARD3002	ELECTRICAL POWER DISTRIBUTION SYSTEM	United States of America	Granted	2009-11-12	12/617289	2010-10-26	7819676
PCARD3002CN01	ELECTRICAL POWER DISTRIBUTION SYSTEM	China	Granted	2010-11-10	201080001564.7	2017-09-08	102232260
PCARD3002DE01	ELECTRICAL POWER DISTRIBUTION SYSTEM	Germany (Federal Republic of)	Granted	2010-11-10	10190875.4	2015-03-11	602010022996.5
PCARD3002EP01	ELECTRICAL POWER DISTRIBUTION SYSTEM	European Patent	Lapsed	2010-11-10	10190875.4	2015-03-11	EP2323235
PCARD3002FR01	ELECTRICAL POWER DISTRIBUTION SYSTEM	France	Granted	2010-11-10	10190875.4	2015-03-11	EP2323235
PCARD3002GB01	ELECTRICAL POWER DISTRIBUTION SYSTEM	United Kingdom	Granted	2010-11-10	10190875.4	2015-03-11	EP2323235
PCARD3002MX01	ELECTRICAL POWER DISTRIBUTION SYSTEM	Mexico	Granted	2010-11-10	MX/a/2010/013802	2012-06-08	MX3000083
PCARD3002WO01	ELECTRICAL POWER DISTRIBUTION SYSTEM	Patent Cooperation Treaty	Lapsed	2010-11-10	PCT/US2010/56157		
PCORT3001	CURRENT METERING AND ABNORMAL EVENT MONITORING SYSTEM	United States of America	Granted	2011-05-12	13/106566	2016-03-29	9297864
PCORT3001PROV	CURRENT METERING AND ABNORMAL EVENT MONITORING SYSTEM	United States of America	Expired	2010-05-19	61/346078		
PJAEN3002CA01	ELECTRICAL BUSWAY SPLICE CONNECTOR	Canada	Allowed	2015-07-30	2956637		
PJAEN3002CCIP	ELECTRICAL BUSWAY SPLICE CONNECTOR	United States of America	Granted	2016-02-08	15/018753	2016-12-13	9520703
PJAEN3002DE01	ELECTRICAL BUSWAY SPLICE CONNECTOR	Germany (Federal Republic of)	Granted	2015-07-30	15828253.3	2021-02-24	3175516
PJAEN3002EP01	ELECTRICAL BUSWAY SPLICE CONNECTOR	European Patent	Granted	2015-07-30	15828253.3	2021-02-24	3175516
PJAEN3002FR01	ELECTRICAL BUSWAY SPLICE CONNECTOR	France	Granted	2015-07-30	15828253.3	2021-02-24	3175516
PJAEN3002GB01	ELECTRICAL BUSWAY SPLICE CONNECTOR	United Kingdom	Granted	2015-07-30	15828253.3	2021-02-24	3175516
PJAEN3002MX01	ELECTRICAL BUSWAY SPLICE CONNECTOR	Mexico	Granted	2015-07-30	MX/a/2017/001378	2021-01-25	379411
PJAEN3002US02	ELECTRICAL BUSWAY SPLICE CONNECTOR	United States of America	Granted	2014-07-31	14/448043	2015-11-17	9190791
PJAEN3002US03CON	ELECTRICAL BUSWAY SPLICE CONNECTOR	United States of America	Granted	2015-10-30	14/928795	2017-07-04	9698548
PJAEN3004	UNIVERSAL TAP-OFF BOX	United States of America	Granted	2018-10-09	16/154965	2020-11-17	10840689
PJAEN3004AU01	UNIVERSAL TAP-OFF BOX	Australia	Allowed	2018-10-09	2018345911		
PJAEN3004CA01	UNIVERSAL TAP-OFF BOX	Canada	Application	2018-10-09	3077173		
PJAEN3004CN01	UNIVERSAL TAP-OFF BOX	China	Granted	2018-10-09	201890072241.3	2022-06-03	ZL 201880072241.3
PJAEN3004EP01	UNIVERSAL TAP-OFF BOX	European Patent	Application	2018-10-09	18864180.7		
PJAEN3004IN01	UNIVERSAL TAP-OFF BOX	India	Application	2018-10-09	202047014762		
PJAEN3004MX01	UNIVERSAL TAP-OFF BOX	Mexico	Application	2018-10-09	MX/a/2020/003417		
PJAEN3004PROV	UNIVERSAL TAP-OFF BOX	United States of America	Expired	2017-10-06	62/568902		
PJAEN3004SG01	UNIVERSAL TAP-OFF BOX	Singapore	Granted	2018-10-09	11202002984Q	2021-12-06	11202002984Q
PJAEN3004US03DIV	CURRENT/VOLTAGE SENSOR AND UNIVERSAL TAP-OFF BOX	United States of America	Published	2020-02-06	16/783435		
PJAEN3004WO01	UNIVERSAL TAP-OFF BOX	Patent Cooperation Treaty	Lapsed	2018-10-09	PCT/US2018/054956		
PKAMM3001	BRANCH CIRCUIT MONITOR	United States of America	Granted	2000-03-27	09/535973	2001-12-11	6330516
PKAMM3002	VOLT-SECOND SYNCHRONIZATION FOR MAGNETIC LOADS	United States of America	Granted	2005-03-31	11/094222	2008-05-06	7368836
PKAMM3005	DIRECT CURRENT POWER SUPPLY FOR MISSION CRITICAL APPLICATIONS	United States of America	Abandoned	2009-09-18	12/562597	2012-12-04	8325504
PNGUY3001	PDU WITH FRONT SIDE ACCESS TO TRANSFORMER COMPARTMENT	United States of America	Granted	2016-09-01	15/254992	2017-09-19	9768591
PNGUY3001PROV	PDU WITH FRONT SIDE ACCESS TO TRANSFORMER COMPARTMENT	United States of America	Expired	2016-03-17	62/309858		
PSHIM3027	ELECTRICAL CABINET SERVICE DOOR WITH INTEGRATED DEAD FRONT	United States of America	Granted	2017-04-21	15/494133	2018-05-22	9979166
PSHIM3027PROV	ELECTRICAL CABINET SERVICE DOOR WITH INTEGRATED DEAD FRONT	United States of America	Expired	2016-04-22	62/328433		

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