

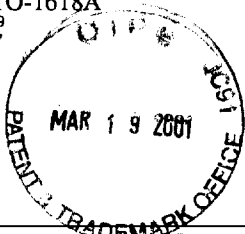
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101647504



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

3-19-01

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
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Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Intelligent Power Systems Limited Execution Date
Month Day Year 07032000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited company
- Citizenship/State of Incorporation/Organization United Kingdom

Receiving Party

Mark if additional names of receiving parties attached

Name IntelliKraft Limited

DBA/AKA/TA _____

Composed of _____

Address (line 1) 82 St. John Street

Address (line 2) _____

Address (line 3) London England _____
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other Company
- Citizenship/State of Incorporation/Organization United Kingdom

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Edward M. Prince

Edward M Prince

3/19/01

Name of Person Signing

Signature

Date Signed



DEED OF ASSIGNMENT

Date: 3rd July 2000

Parties:

- (1) "The Assignor": Intelligent Power Systems Limited of Prospect Chambers, Prospect Hill, Douglas, Isle of Man.
- (2) "The Assignee": IntelliKraft Limited of 82 St. John Street, London

Recitals:

- (A) The Assignor is the proprietor of PCT applications PCT/RU98/00446, PCT/RU98/00373, PCT/RU99/00182 and PCT/RU99/00276 (hereinafter referred to as "the Patent Applications") and of inventions described therein (hereinafter referred to as "the Inventions"). The Assignor is also the proprietor of the trade mark INTELLIKRAFT ("the Trade Mark") and its related trade mark applications (UK trade mark application 2213154, US trade mark application 78/006660, European trade mark application 001634435 and a new International trade mark application dated 2 May 2000 which has not been accorded an application number) (hereinafter referred to as "the Trade Mark Applications"). Details of the countries designated in the International trade mark application are set out in the schedule below
- (B) The Assignor has agreed to assign to the Assignee the Inventions, the Patent Applications, the Trade Mark and the Trade Mark Applications and all its rights, title and interest therein upon the terms and conditions set out below.

Operative provisions:

- 1 In pursuance of the said agreement and in consideration of £1 now transferred by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor with full title guarantee **HEREBY ASSIGNS** unto the Assignee:
 - 1.1 the Inventions and the full and exclusive benefit of them;
 - 1.2 the Trade Mark and the full and exclusive benefit of it;
 - 1.3 all the rights of the Assignor in and to the Patent and Trade Mark Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them;



- 1.4 the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the UK and throughout the world;
- 1.5 the right to make any new application or applications in respect of any part or parts of the subject-matter of any application or specification filed in connection with the Inventions in the UK and the right to claim priority under section 5 of the Patents Act 1977 from the Patent Applications;
- 1.6 any patents under the Patents Act 1977 or other similar forms of protection granted in respect of the Inventions in the UK pursuant to the Patent Applications;
- 1.7 the right to bring proceedings (in the UK under section 61 or section 69 of the Patents Act 1977) for any previous infringement of the rights assigned by this Assignment; and
- 1.8 the right to claim priority of the Patent and Trade Mark Applications under the Paris Convention (as amended) when making applications in countries or territories outside the UK.

TO HOLD the same unto the Assignee absolutely.

2. THE Assignor HEREBY COVENANTS with the Assignee that the Assignor will at the expense of the Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned and (if requested to do so by the Assignee) to apply for any patents or other forms of protection in respect of the Inventions throughout the world and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.
3. The burdens and benefits of this agreement shall be binding upon and enure to the successors and assigns of the Parties.
4. This agreement shall be governed and construed in accordance with the laws of England. The Parties hereto irrevocably submit to the exclusive jurisdiction of the English courts.
5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.



**INTELLIGENT
POWER SYSTEMS
LIMITED**

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed by the said:

Intelligent Power Systems Limited

Director

~~Director/Secretary~~

G. H. Ivanov

SIGNED as a Deed by the said:

IntelliKraft Limited

Director:

~~Director/Secretary~~

G. H. Ivanov

SCHEDULE

International Trade Mark Application: Designated Countries

- China
- Czech Republic
- Estonia
- Hungary
- Lithuania
- Monaco
- Republic of Moldova
- Poland
- Romania
- Russian Federation
- Slovenia
- Slovakia
- Switzerland
- Turkey
- Yugoslavia



**INTELLIGENT
POWER SYSTEMS**
LIMITED

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed by the said:

Intelligent Power Systems Limited

J. Martin (Director)

G. Ivanov (Director)

Y. Spirine (Director)

J. Murray Smith (Director)

SIGNED as a Deed by the said:

IntelliKraft Limited

Director:

Director/~~Secretary~~