

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Energy Industries, Inc.		09/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hitachi Metals, Ltd.		
Street Address:	2-1, Shibaura 1-Chome		
City:	Minato-Ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	105-8614		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1881216	AERA	
Registration Number:	3560137	LINEUP	
Registration Number:	3061540	MACH ONE	
Registration Number:	3148803	NEURALSTEP	
Registration Number:	3141999	PI-980	
Registration Number:	3780101	TRANSFORMER	
CORRESPONDENCE DATA			
Fax Number:	(720)536-4910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7205364900		
Email:	rene@neugeborenlaw.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	1227 Spruce Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		

OP \$165.00 1881216

ATTORNEY DOCKET NUMBER:	HITACHI TRADEMARK
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Sean R. O'Dowd
Signature:	/Sean R. O'Dowd/
Date:	12/10/2010
<p>Total Attachments: 6</p> <p>source=Intellectual Property Assignment Agreement_10282010#page1.tif</p> <p>source=Intellectual Property Assignment Agreement_10282010#page2.tif</p> <p>source=Intellectual Property Assignment Agreement_10282010#page3.tif</p> <p>source=Intellectual Property Assignment Agreement_10282010#page4.tif</p> <p>source=Intellectual Property Assignment Agreement_10282010#page5.tif</p> <p>source=Intellectual Property Assignment Agreement_10282010#page6.tif</p>	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), effective October 15, 2010 (the “**Effective Date**”), is entered into by and between Hitachi Metals, Ltd, a Japanese corporation (together with any successors, legal representatives of assigns thereof, “**Assignee**”), and Advanced Energy Industries, Inc. a Delaware corporation (“**Parent**”, together with certain of its Subsidiaries, “**Assignor**”).

WHEREAS, Assignee and Parent are parties to that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated as of July 21, 2010, pursuant to which Assignee acquired certain assets of Assignor, including, but not limited to, certain intellectual property rights; and

WHEREAS, Assignee has agreed to accept and assume from Assignor all right, title and interest of Assignor in and to the intellectual property rights set forth on Schedule A hereto and Assignor desires to assign the same to Assignee. Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor’s right, title and interest throughout the world in and to the following (collectively, “**Rights**”):

(i) all patents and patent applications set forth on Schedule A hereto, any and all patents that are or may be granted therefrom, and any and all other existing and later-filed patents and patent applications claiming priority therefrom, whether in the United States or any other country or jurisdiction, including, without limitation, any continuations, continuations-in-part, divisions, substitutions, reissuances, reexaminations, renewals, revisions, extensions and foreign counterparts thereof;

(ii) all trademarks, service marks, trade names, domain names, logos, and trade dress set forth on Schedule A hereto, together with all translations, adaptations, derivations and combinations thereof, including all registrations and applications for registration in the United States or any other country or jurisdiction pertaining to the same, and any common law rights therein and goodwill associated therewith;

(iii) all copyrighted or copyrightable works set forth on Schedule A hereto, including all copyright registrations or applications therefor (along with any rights of renewal or extension) in the United States or any other country or jurisdiction;

(iv) all other Seller Owned Intellectual Property **other than Excluded Intellectual Property**; and

(v) all rights and privileges pertaining to the subject matter of subsections (i) through (iv), including, without limitation, all causes of action, claims, demands presently or hereafter

accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world.

If any Rights (including, without limitation, moral rights) cannot be assigned, Assignor hereby waives enforcement anywhere in the world of such Right against Assignee, its distributors, licensees and customers or, if necessary, agrees to exclusively license (with the right to sublicense through multiple tiers) worldwide, and hereby does grant a worldwide, perpetual, irrevocable, sublicenseable (through multiple tiers), transferable, assignable license, without additional consideration, to Assignee for any and all such rights Assignor may have in and to the Rights or any portion thereof.

2. Protection. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

3. Further Assurances. Assignor further agrees that Assignor will execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and perform such other acts as Assignee lawfully and reasonably may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the Rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor (it being acknowledged that such appointment is irrevocable and a power coupled with an interest).

4. General.

(i) *Relationship of the Parties.* Notwithstanding any provision hereof, for all purposes of this Agreement each party will be and act as an independent contractor and must not bind nor attempt to bind the other in any manner.

(ii) *Waiver.* The failure of a party to require performance by another party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(iii) *Severability.* If any provision of this Agreement is held to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(iv) *Controlling Law, Jurisdiction.* This Agreement will be interpreted and controlled by and construed and enforced according to the laws of the state of California without regard to conflicts of laws provisions thereof. The parties specifically submit themselves to the jurisdiction

of the state and federal courts sitting in San Francisco County, California and each agrees that said courts have the sole and exclusive jurisdiction over any and all disputes and causes of action between them. Both parties agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or U.S. federal law.

(v) *Subject to Asset Purchase Agreement; Modification.* This Agreement is being executed pursuant to the Asset Purchase Agreement and is subject to the terms and conditions contained in the Asset Purchase Agreement. This Agreement may not be changed, modified, discharged or terminated in any manner other than by a written agreement signed by the parties to this Agreement or their respective successors and assigns.

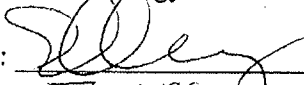
(vi) *Governing Law.* This Intellectual Property Assignment Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of California, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of California

(vii) *Counterparts.* This Intellectual Property Assignment Agreement may be executed in number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. This Intellectual Property Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Intellectual Property Assignment Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.

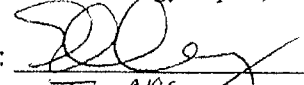
SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

Advanced Energy Industries, Inc.

By: 
Name: Tom McGimpsey
Title: Vice President

Advanced Energy Japan, K.K.

By: 
Name: Tom McGimpsey
Title: Vice President / Director

Hitachi Metals, Ltd.

By: _____
Name:
Title:

STATE OF Colorado)
COUNTY OF Larimer)

On September 29, 2010, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Tom McGimpsey, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he/she as Vice President of Advanced Energy Industries, Inc., a Delaware corporation, being authorized to do so, executed the same by signing the name of the corporation by himself/herself as Vice President.

Jennifer K. Anderson
Notary Public



My Commission Expires 09/23/2013

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

Advanced Energy Industries, Inc.

By: _____

Name:

Title:

Advanced Energy Japan, K.K.

By: _____

Name:

Title:

Hitachi Metals, Ltd.

By:  _____

Name:

Title: