

01-25-1999

Docket No.: 65006-6

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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SM05/REV02



HEET

U.S. DEPARTMENT OF COMMERCE

ILY

Patent and Trademark Office

100947451

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ABB AHV Switchgear AB

1.19.99

- Individual(s)
- General Partnership
- Corporation-State Sweden
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment 22
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 31 December 1993

2. Name and address of receiving party(ies):

Name: ABB Switchgear AB

Internal Address: 771 80 Ludvika

Street Address: Ludvika, Sweden

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Sweden
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,746,830

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald N. Huff

Internal Address: Watson Cole Grindle Watson, P.L.L.C.

Street Address: 1400 K Street, N.W.

Tenth Floor

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01/21/1999 DNGUYEN 00000097 1746830

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

9. 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.

Richard Tushin

Name of Person Signing

Signature

January 19, 1999

Date

TRADEMARK  
REEL: 1843 FRAME: 0039

51783

DECLARATION

I, Björn Jonsson, of Härnevigatan 3 B, S-723 41 Västerås, Sweden, do hereby declare that I am conversant with the Swedish and English languages and am a competent translator thereof. I certify that to the best of my knowledge and belief the following is a true and correct translation made by me of the document in the Swedish language attached hereto

*Björn Jonsson*  
Björn Jonsson

Declared at Västerås,  
in the Kingdom of Sweden,  
this *16th* day of *September*, 1998

Before me

*[Signature]*  
Birger Brändvall  
Notary Public  
of the city Västerås  
Sweden



**ABB HV Switchgear AB**, organizational No. 556018-6115, ("Seller"), and **ABB Distribution AB** (the name to be changed to **ABB Switchgear AB**), organizational No. 556012-2243, ("Buyer"), have on this day concluded the following

### **A G R E E M E N T**

- 1 Seller transfers to Buyer, with effect as from 1 January 1994, the business hitherto carried on by Seller, with the exception of the business, including the associated staff functions, which has been carried on by Seller's T-Division. Thus, the transfer includes - with the exceptions resulting from the above - all the rights and obligations, as well as assets and liabilities, pertaining to the business hitherto carried on by Seller.
- 2 The business is transferred at book values. The purchase-sum shall be paid in cash according to a separately drawn-up contract note.
- 3 At Buyer's request, Seller undertakes to actively contribute to the transfer of Seller's business pursuant to paragraph 1 being duly carried out with effect also in relation to a third party.
- 4 In the event that a third party makes demands in relation to Seller which are connected with the transferred business pursuant to paragraph 1 above, Buyer undertakes to indemnify Seller, all on condition that Buyer is given an opportunity - at his own expense - to take the necessary measures to contest the demand.
- 5 A condition for this transfer is that any obligation to negotiate with trade unions concerned be carried out according to existing law.
- 6 Any dispute concerning this agreement shall be finally settled by

arbitrators in accordance with the Swedish Arbitration Act applicable when claiming the arbitration procedure. The arbitrators shall apply the rules of the Code of Judicial Procedure concerning court costs and voting.

Västerås this 31st day of December 1993

**ABB HV SWITCHGEAR AB**

(signatures)

**ABB DISTRIBUTION AB**

the name to be changed to

**ABB SWITCHGEAR AB**

(signatures)

Mellan ABB HV Switchgear AB, org.nr 556018-6115, ("Säljaren"), och ABB Distribution AB under namnändring till ABB Switchgear AB, org.nr 556012-2243, ("Köparen") har denna dag träffats följande

A V T A L

- 1 Säljaren överlåter till Köparen med verkan fr o m 1994-01-01 den rörelse som hittills bedrivits av Säljaren med undantag för den rörelse inklusive därtill hörande stabsfunktioner, som bedrivits av Säljarens T-division. I överlåtelsen ingår således - med de undantag som följer av ovan - samtliga till Säljarens hittills bedrivna rörelse hänförliga rättigheter och förpliktelser ävensom tillgångar och skulder.
- 2 Rörelsen överlåtes till bokförda värden. Köpeskillingen skall erläggas kontant enligt separat upprättad avräkningsnota.
- 3 På Köparens begäran åtar sig Säljaren att aktivt medverka till att överföringen av Säljarens rörelse enligt punkt 1 vederbörligen genomförs med verkan även gentemot tredje part.
- 4 För det fall tredje part gentemot Säljaren framställer krav som har samband med den överlåtna rörelsen enligt

3.152

Certified true copy



REEL: 1843 FRAME: 0043

punkt 1 ovan, åtar sig Köparen att hålla Säljaren skadeslös, allt under förutsättning att Köparen bereds tillfälle att - på egen bekostnad - vidta nödvändiga åtgärder för att bestrida kravet.

5 Som villkor för denna överlåtelse gäller att eventuell skyldighet att förhandla med berörda fackföreningar genomförs enligt gällande lag.

6 Varje tvist rörande detta avtal skall slutligt avgöras av skiljemän enligt den vid skiljeförändets påkallande gällande svenska lagen om skiljemän. Skiljemännen skall tillämpa rättegångsbalkens regler om rättegångskostnad och omröstning.

Västerås den 31 december 1993

ABB HV SWITCHGEAR AB

*[Handwritten signature]*

ABB DISTRIBUTION AB

under namnändring till  
ABB SWITCHGEAR AB

*[Handwritten signature]*

I, the undersigned Birger Brännvall, Notary public, Västerås, Sweden do hereby certify that this is a true copy of the original document, that all property including immaterial rights as patents, trademarks and so has been transferred by the foregoing agreement like wise as assets and debts.

Västerås, Sweden 1998 09 04.  
Ex Officio:

*[Handwritten signature]*  
Birger Brännvall  
Notary Public  
of the city Västerås  
Sweden



3.152

TRADEMARK  
REEL: 1843 FRAME: 0044

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**PRV**

PATENT- OCH REGISTRERINGSVERKET

Bolagsavdelningen

Page 2

**SWEDEN**

Registration number: 556012-2243  
Date of registration: 1914-07-29  
Company name: ABB Switchgear Aktiebolag  
Address:  
Registered office: 771 80 LUDVIKA  
Ludvika  
Share capital: SEK 72.500.000

**SIGNATORY POWER:**

In addition to the Board of Directors,  
any two jointly of

Carlstedt, Gustav Roger

Håkansson, Kurt Åke

Jakobsson, Sten Erik

Martinsson, Jan Henrik

Hemmilä, Lauri Matias

are entitled to sign on behalf of the company.

Pursuant to Chapter 8, section 12, of the Companies Act, the  
Managing Director, in his normal business activities, is also  
entitled to sign on behalf of the company.

**FINANCIAL YEAR:**

Registered financial year: 0101-1231  
Latest annual report submitted covers financial  
period 970101-971231

**DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES:**

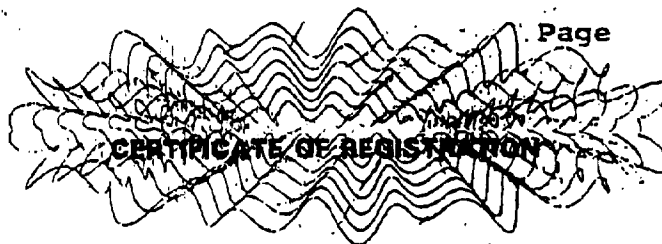
1994-01-10 ABB Switchgear Aktiebolag  
1988-03-11 ABB Distribution Aktiebolag  
1986-11-28 ASEA DISTRIBUTION AKTIEBOLAG  
1977-12-12 Svenska Elektromekaniska Industriaktiebolaget  
1969-08-05 Aktiebolaget Reptil-Conveyor  
1966-05-03 Nordiska Neonrörfabriken Aktiebolag  
1955-06-17 Aktiebolaget Rodor  
1914-07-29 Aktiebolaget Nässjö elektriska Byrå

CONTD.

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**PRV**PATENT- OCH REGISTRERINGSVERKET  
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Page 1

**SWEDEN**

Registration number: 556012-2243  
 Date of registration: 1914-07-29  
 Company name: ABB Switchgear Aktiebolag  
 Address:  
 771 80 LUDVIKA  
 Registered office: Ludvika  
 Share capital: SEK 72.500.000

**BOARD OF DIRECTORS:**

500817-1638 Carlstedt, Gustav Roger, Sälångargatan 4,  
 723 53 VÄSTERÅS  
 501031-7112 Håkansson, Kurt Åke, (U), Geologvägen 5,  
 722 31 VÄSTERÅS  
 490325-0118 Jakobsson, Sten Erik, Lantmäteribacken 3,  
 722 11 VÄSTERÅS  
 420123-7338 Lindberg, Hans Jonny, (A), Skyttegatan 8,  
 771 35 LUDVIKA  
 610505-8231 Ljungberg, Anders Olov, (A), Sommarvägen 17,  
 782 30 MALUNG  
 400618-8934 Martinsson, Jan Henrik, Eriksgatan 9, 724 60 VÄSTERÅS

**DEPUTY MEMBERS OF THE BOARD:**

480109-7579 Arnborg, Rolf Christer, (A), Vikingavägen 62,  
 804 33 GÄVLE  
 500405-9399 Enberg, Rolf Harry, (A), Sundvägen 8, 771 41 LUDVIKA

**MANAGING DIRECTOR:**

500817-1638 Carlstedt, Gustav Roger, Sälångargatan 4,  
 723 53 VÄSTERÅS

**OTHER PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY:**

550421-9378 Hemmilä, Lauri Matias, Konvaljstigen 15,  
 771 43 LUDVIKA

**COMPANY AUDITORS:**

490511-1094 Cederberg, Karl Olof, Ernst & Young, Box 3143,  
 103 62 STOCKHOLM

**DEPUTY AUDITORS:**

490506-0150 Lander, Peter Francois, Linnevägen 4,  
 184 51 ÖSTERSKÄR

CONTD.



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# PRV

PATENT- OCH REGISTRERINGSVERKET  
Bolagsavdelningen



CERTIFICATE OF REGISTRATION

**SWEDEN**

Registration number: 556012-2243  
 Date of registration: 1914-07-29  
 Company name: ABB Switchgear Aktiebolag  
 Address:  
 Registered office: 771 80 LUDVIKA  
 Ludvika  
 Share capital: SEK 72.500.000

SUNDSVALL 1998-12-21  
Ex officio

*Bente Ohlsson*  
BENTE OHLSSON



- (A) = employee representative
- (U) = person resident outside EEA
- (E) = person resident outside Sweden but within EEA