

S-11-99

05-18-1999

Docket No.:

705/65007-6



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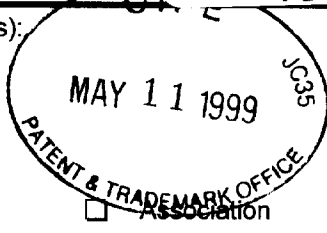
To the Honorable Commissioner of Patents

101038964

Attached original documents or copy thereof.

1. Name of conveying party(ies):

ABB HV Switchgear Ab



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

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

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

Name: ABB Distribution AB

Internal Address: 771 80 Ludvika

Street Address: Ludivika, 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 31 December 1993

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,769,757

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:

05/17/1999 DNGUYEN 00000324 1769757

DO NOT USE THIS SPACE

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40.00 OP

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.

Donald N. Huff

Name of Person Signing

Signature

May 11, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 001897 FRAME: 0656

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 överläter 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

Birger Hennvall
Notary

TRADEMARK



REEL: 001897 FRAME: 0659

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

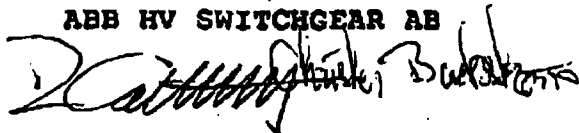
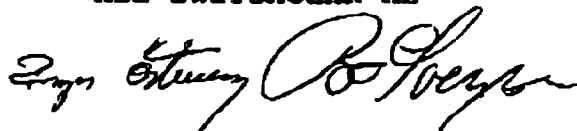


ABB DISTRIBUTION AB

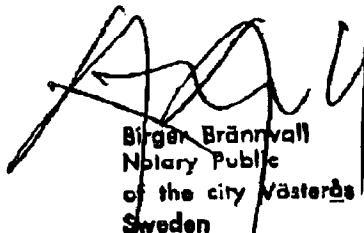
under namnändring till
ABB SWITCHGEAR AB



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:

3.152



Birger Brännvall
Notary Public
of the city Västerås
Sweden

