

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Power Systems, Inc.		02/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WEG Electric Corp.		
Street Address:	6655 Sugarloaf Parkway		
City:	DULUTH		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4996150	FLEXPHASE	
Registration Number:	3090563	POWERROUTER	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Kevin C. McGrath Esq.		
Address Line 1:	199 Main Street		
Address Line 4:	Burlington, VERMONT 05401		
ATTORNEY DOCKET NUMBER:	16522-204USK1		
NAME OF SUBMITTER:	Kevin C. McGrath		
SIGNATURE:	/Kevin C. McGrath/		
DATE SIGNED:	02/18/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of February 11, 2019 (the "Effective Date"), is made by Northern Power Systems, Inc., a Delaware corporation ("Assignor"), in favor of WEG Electric Corp., a Georgia corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to transfer certain intellectual property to Assignee;

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement; and

WHEREAS, in accordance with Section 2.02(a)(iii) of the Purchase Agreement, Assignor wishes to enter into this Assignment to transfer to Assignee, and Assignee wishes to accept, all of Assignor's right, title and interest in and to the Assigned IP, as more specifically set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Purchased IP, including, without limitation, (a) those patents and patent applications set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexamination and renewals thereof, (b) those trademark registrations set forth on Schedule 2 attached hereto, and all issuances, extensions and renewals thereof, together with all common law rights in such trademarks and all goodwill of the business connected with the use of and symbolized by the trademarks, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Assigned IP").

2. Further Action. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

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

NORTHERN POWER SYSTEMS, INC.

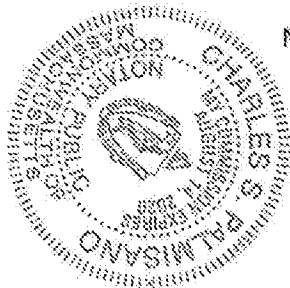
By: 
Name: William St. Lawrence
Title: Chief Executive Officer

State of MASSACHUSETTS ss.
County of SSEX

On the 11th day of February 2019, before me personally appeared William St. Lawrence personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CEO of Northern Power Systems, Inc. a Delaware corporation, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Northern Power Systems, Inc. for the uses and purposes mentioned in the instrument.

Before me,


Notary Public CHARLES S. PALMISANO
My Commission Expires: 8-14-20



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

WEG ELECTRIC CORP.

By: *Peter N. Barry*
Name: Peter Barry
Title: President

State of Georgia 55.
County of Gwinnett

On the 11th day of Feb, 2019, before me personally appeared Peter N. Barry personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of WEG Electric Corp. a Georgia corporation, and acknowledged the instrument to be his/her free act and deed/the free act and deed of WEG Electric Corp. for the uses and purposes mentioned in the instrument.

Before me,



[Signature]
Notary Public
My Commission Expires: 12-7-2021

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006565 FRAME: 0618

Schedule 1

Patents

Issued Patents:

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status
Control System for Power Converter and Method of Controlling Operation of Power Converter	US	10/200,916	23-Jul-02	6,693,409	17-Feb-04	Granted
Control System for Power Converter and Method of Controlling Operation of Power Converter	US	10/760,868	20-Jan-04	7,145,266	5-Dec-06	Granted
Control System for Power Converter and Method of Controlling Operation of Power Converter	CA	2,454,723	23-Jul-02	2,454,723	20-Jul-10	Granted
05-182 Low Loss Control of DC-DC Converters In An Energy Storage System	US	12/168,355	7-Jul-08	7,990,117	2-Aug-11	Granted
05-129 Generator X/R Ratio Reduction By Use Of A Semiconductor	US	12/483,546	12-Jun-09	8,331,071	11-Dec-12	Granted
Frequency Control and power Balancing In Disturbed Power Inverter System and Method	US	11/170,687	29-Jun-05	7,333,352	19-Feb-08	Granted
Frequency Control and power Balancing In Disturbed Power Inverter System and Method	US	11/770,155	28-Jun-07	7,492,617	17-Feb-09	Granted
Electrical Power Distribution System and Method Thereof	US	11/770,148	28-Jun-07	7,462,955	9-Dec-08	Granted
Energy Storage Connection System	US	12/325,814	1-Dec-08	8,212,412	3-Jul-12	Granted

Pending Patent Applications:

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status
Control Systems, Methods, and Software for Keeping Power Converters Within Operating Limits During Disturbances	US	15/876,590	22-Jan-18	*	*	Pending

Schedule 2

Trademarks

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Status
FLEXPASE	US	86/643,476	28-May-2015	4,996,150	7/12/2016	Registered
FLEXPASE	KR	40-2017-0020842	17-Feb-2017	40-1363943	5/31/2018	Registered
POWERROUTER	US	76/316,447	24-Sep-2001	3,090,563	5/9/2006	Registered

FlexPhase™ (Trade name for NPS's power electronics technology)

PowerRouter™ (Trade name for NPS's inverter control technology to support grids)