

09-10-1999



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To the Honorable Commr

101141595

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John Eder  
James J. Sherman

MLP  
9-2-99

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Leviton Manufacturing Co., Inc.

Internal Address: \_\_\_\_\_

Street Address: 59-25 Little Neck Parkway

City: Little Neck State: NY ZIP: 11362

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: July 22, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: July 22, 1999

A. Patent Application No.(s)

09/388642

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Paul J. Sutton, Esq.

Internal Address: Thelen Reid & Priest LLP

Street Address: 40 West 57th Street

City: New York State: NY ZIP: 10019  
Tel. No. (212) 603-2578

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1185

(Attach duplicate copy of this page if paying by deposit account)

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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.

Paul J. Sutton  
Name of Person Signing

August 31, 1999

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT  
REEL: 010219 FRAME: 0212

A S S I G N M E N T

WHEREAS, WE, JOHN EDER and JAMES J. SHERMAN, citizens of the United States, residing respectively at 50 Clover Avenue, Floral Park, NY 11001 and 47 Middle Lane, Jericho, NY 11753, hereinafter called "Assignors", have made certain inventions in A WALLPLATE RETENTION DEVICE, described in a specification executed by us preparatory to making application for Letters Patent therefor on even date herewith; and

WHEREAS, LEVITON MANUFACTURING CO., INC., a Delaware corporation, with a place of business at 59-25 Little Neck Parkway, Little Neck, New York 11362, hereinbelow called "Assignee", is desirous of securing an undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that formal application papers must be executed or an amendment to, or a division of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the reissue or continuation, continuation-in-part or extension of same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby

assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

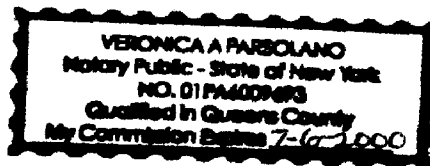
For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by another other than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, but at its or their expense.

*John Eder*  
\_\_\_\_\_  
JOHN EDER

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF QUEENS         )

On this 22 day of JULY, 1999, before me personally appeared JOHN EDER, to me personally known, and who signed the foregoing instrument in my presence, and duly acknowledged the same to be his free act and deed.

*Veronica A. Parsolano*  
\_\_\_\_\_  
Notary Public



*James J. Sherman*

JAMES J. SHERMAN

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF QUEENS         )

On this 22 day of July, 1999, before me personally appeared JAMES J. SHERMAN, to me personally known, and who signed the foregoing instrument in my presence, and duly acknowledged the same to be his free act and deed.

*Veronica A. Parsolano*  
Notary Public

