

04-09-2002



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ABMS-0157/B010810

102048659

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

1. Name of conveying party(ies):

**Marty L. Trivette****February 21, 2002**

First Assignor

Date of Execution

**Richard E. Tyner****February 27, 2002**

Second Assignor

Date of Execution

**Murray K. Jones****February 27, 2002**

Third Assignor

Date of Execution

Fourth Assignor

Date of Execution

Fifth Assignor

Date of Execution

Sixth Assignor

Date of Execution

Additional name(s) of conveying party(ies) attached? ( ) YES (x) NO

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

Name: **ABB INC.**Street Address: **Centennial Campus - NCSU  
1021 Main Campus Drive**City: **Raleigh**State **North Carolina**ZIP **27606**

Additional name(s) &amp; address attached? ( ) YES (x) NO

3. Nature of Conveyance (check only one):

☒ **New Assignment**

( ) Merger

( ) License Agreement

( ) Security Agreement

( ) Change of Name

( ) Other:

( ) Cross-reference of Assignment filed in United States

Application No.    /    /   , recorded on    atReel No.    and Frame No.   

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.: **10/051,885**

Patent Nos.:

Date application was signed by the first  
named executing inventor(Fill-in this date only if assignment is  
filed together with a new application)5. Name and address of party to whom correspondence  
concerning documents should be mailed:Name: **Steven B. Samuels****WOODCOCK WASHBURN LLP****One Liberty Place - 46th Floor****Philadelphia, Pennsylvania 19103-7301****215-568-3100**6. Total number of applications and patents involved: **1****MAR 26 2002**

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

( ) Enclosed

( ) Authorized to be charged to Deposit Account

Number **23-3050**8. Please charge any deficiency or credit any  
overpayment to Deposit Account Number **23-3050**

DO NOT USE THIS SPACE

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.***Steven B. Samuels/Reg. No. 37,711**

Name of Person Signing/Reg. No.

Signature

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: **5**

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

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

04/08/2002 TBI/21 00000190 10051885

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**PATENT  
REEL: 012753 FRAME: 0234**

(Pending Application;  
Serial No. Known)ASSIGNMENT

WHEREAS, we **MARTY L. TRIVETTE, RICHARD E. TYNER, and MURRAY K. JONES**, hereinafter referred to as the assignors, residing respectively at **105 Boltstone Court, Cary, North Carolina 27513; 304 E. Suena Drive, Florence, South Carolina 29505; and 4313 Millhouse Road, Jacksonville, South Carolina 29555** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **10/051,885**, filed **January 17, 2002**, entitled **CIRCUIT BREAKER WITH CAPACITOR DISCHARGE SYSTEM**; and

WHEREAS, **ABB INC.**, hereinafter referred to as the assignee, of **Centennial Campus - NCSU, 1021 Main Campus Drive, Raleigh, North Carolina 27606**, a corporation of **Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of our employment by 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 to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said

assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

2/21/02  
Date

Marty L. Trivette (L.S.)  
MARTY L. TRIVETTE

STATE OF North Carolina:  
COUNTY OF Wake: SS

On this 21<sup>st</sup> day of February, year of 2002, before me personally came the above named Marty L. Trivette to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Jane P. Warren  
Notary Public  
MY COMMISSION EXPIRES MARCH 28, 2005.

02-27-2002  
DateRichard E. Tyner (L.S.)  
RICHARD E. TYNERSTATE OF North Carolina :  
COUNTY OF Harnett : SS

On this 27 day of February, year of 2002,  
before me personally came the above named Richard E. Tyner to me personally known  
and known to me to be the same individual who executed the foregoing assignment, and who  
acknowledged to me that execution of the same was of that person's own free will for the use  
and purposes therein set forth.

Notary Public

2-27-02  
Date

Murray K. Jones (L.S.)  
MURRAY K. JONES

STATE OF South Carolina :  
COUNTY OF Florence : SS

On this 27<sup>th</sup> day of February, year of 2002,  
before me personally came the above named Murray K. Jones to me personally known  
and known to me to be the same individual who executed the foregoing assignment, and who  
acknowledged to me that execution of the same was of that person's own free will for the use  
and purposes therein set forth.

Kayla S. Smith  
Notary Public