

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

APPLICATION NUMBER
10/248778

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name: Carey, Steven L.

Execution Date: 02/14/2003

Name: Fredricks, Thomas J.

Execution Date: 02/14/2003

Name: Weaver, Earle L.

Execution Date: 02/14/2003

RECEIVING PARTY DATA

Name: Emerson Electric Co.

Street Address: 8000 W. Florissant

Internal Address:

City: St. Louis

State: MISSOURI

Country:

Postal Code: 63136

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 314-577-5248

CORRESPONDENCE DATA:

Correspondence will be sent via US Mail when a fax number has not been provided or the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 033464

NAME OF PERSON SIGNING: Kevin Pumm

DATE SIGNED: 02/18/2003

Total Attachments: 3

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PATENT
REEL: 013428 FRAME: 0736

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ASSIGNMENT

WHEREAS, We, Steven L. Carey, of 6133 Brook Parc Dr., Imperial, Earle L. Weaver, of Yorkshire Lane Ct, St. Louis, and Thomas J. Fredricks of 2557 Valley Oaks Estates, Wildwood, all of Missouri, have invented certain new and useful improvements for *Thermostat with one button programming feature* (hereinafter referred to as "Invention") for which we are making application for Letters Patent in the United States;

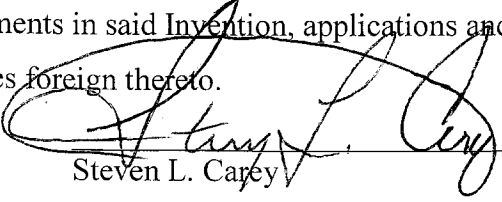
WHEREAS, We desire to assign all right, title and interest in said Invention, said application disclosing the Invention and any Letters Patent which may be granted therefor to Emerson Electric Co, a corporation of the State of Missouri having a principal office at 8000 W. Florissant, St. Louis, Missouri 63136 (hereinafter referred to as "Assignee"); and

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to said Invention and improvements as disclosed in said application, in and to said application, and in and to any Letters Patent which may be granted therefor.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, We, Steven L. Carey, Earle L. Weaver, and Thomas J. Fredricks, have sold, assigned and transferred, and do hereby sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest in and to said Invention and improvements as the same are disclosed in said application, in and to said application, and it and to any Letters Patent, including any divisions, continuations, continuations-in-part, reissues, reexaminations, and extensions to be obtained thereof, in the United States, and countries foreign thereto, which may be granted for said Invention; and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto; and we further agree to cooperate with the Assignee hereunder in the obtaining and sustaining of any and all such Letters Patent as the Assignee may desire to apply for, but at the expense of said Assignee.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Letters Patent to said Assignee, as Assignee of the whole right, title and interest thereto; and we further agree to execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or for obtaining any reissue or reissues of any Letters Patent which may be granted for our aforesaid Invention, as the Assignee, or its designees may require and prepare at its own expense; and execute all

necessary and lawful future documents including assignments in favor of Assignee, or its designees, as Assignee or its designees may present to me in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and Letters Patent of the United States and countries foreign thereto.


Steven L. Carey

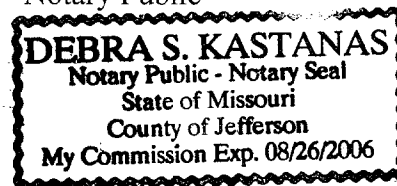
STATE OF :
COUNTY OF :

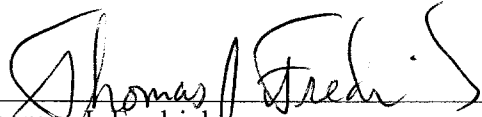
On this 14 day of February, 2003 before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared Stephen L. Carey, to me known to be the person described in and who acknowledged executing the forgoing instrument as a free act and deed, and who also represented that he or she is authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

My Commission Expires: 8/26/06


Notary Public





Thomas J. Fredricks

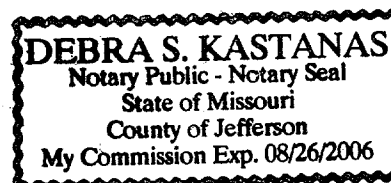
STATE OF :
COUNTY OF :

On this 14 day of February, 2003 before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared Thomas J. Fredricks, to me known to be the person described in and who acknowledged executing the forgoing instrument as a free act and deed, and who also represented that he or she is authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

My Commission Expires: 8/26/06


Notary Public



Earle L. Weaver
Earle L. Weaver

STATE OF :
COUNTY OF :

On this 14 day of February, 2003 before me, a Notary Public,
within and for the County of St. Louis, State of Missouri,
personally appeared Earle L. Weaver, to me known to be the person described in and who
acknowledged executing the forgoing instrument as a free act and deed, and who also
represented that he or she is authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and
year last above written.

My Commission Expires: 8/26/06

Debra S. Kastanas
Notary Public

