

02-25-2003

PAT

2-20-03 ABUT



To The Honorable Commissioner of Patents and Trademarks.

102457343

its or copy thereof.

1. Name of conveying party(ies):

Donald K. Frerichs **January 21, 2003**
First Assignor Date of Execution

Roman P. Chaws **January 16, 2003**
Second Assignor Date of Execution

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 ☒ 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) & address attached? ☐ YES ☒ NO

3. Nature of Conveyance (check only one):

☒ **New Assignment**☐ License Agreement☐ Change of Name☐ Merger☐ Security Agreement☐ Other:

☐ Cross-reference of Assignment filed in United States
Application No. / , recorded on
at Reel 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.: **10/315,856**

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: **Frank T. Carroll, Esq.**
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41): **\$40.00**☒ **Enclosed**☐ Authorized to be charged to Deposit Account Number
23-30508. 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.***Frank T. Carroll/Reg. No. 42,392**

Name of Person Signing/Reg. No.

Signature

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: **4**

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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40.00 OF

**(Pending Application;
Serial No. Known)****ASSIGNMENT**

WHEREAS, we **Donald K. Frerichs and Romand P. Chaws**, hereinafter referred to as the assignors, residing respectively at **2711 Green Road, Shaker Heights, Ohio 44122-2137; 49 Briarcliffe Drive, Windsor Locks, Connecticut 06096** 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. **10/315,856**, filed **December 10, 2002**, entitled **PROCESS AND DEVICE FOR EVALUATING THE PERFORMANCE OF A PROCESS CONTROL 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.

21 JAN 2003
Date

Donald K. Frerichs (L.S.)
DONALD K. FRERICHS

STATE OF OHIO :
COUNTY OF CUYAHOGA : SS

On this 21 day of JANUARY, year of 03, before me personally came the above named Donald K. Frerichs 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.

Zelma McClain
Notary Public

ZELMA McCLAIN
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 7-6-06



1/16/03
Date

Roman P. Chaws (L.S.)
Roman P. Chaws

STATE OF Connecticut:
COUNTY OF Hartford: SS

On this 16 day of January, year of 2003, before me personally came the above named Roman P. Chaws 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.

Donna L. Hawkins
Notary Public
My Commission Exp. Oct. 31, 2004