

01-29-2004

EET

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**PATENT**

TO: The Commissioner of Patents

102656245

Attached original document(s) or copy(ies).

**Submission Type**

- ☒ New  
☐ Resubmission (Non-Recordation)  
 Document ID #  
☐ Correction of PTO Error  
 Reel #                      Frame #  
☐ Corrective Document  
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**Conveyance Type**

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

**Conveying Party(ies)**

1. Mark I. Berns
2. Tom Buckshaw
- 3.
- 4.
- 5.
- 6.

**Execution Date(s)**

October 14, 2003  
 October 14, 2003

☐ Mark if Additional Names of Conveying Parties Attached**Receiving Party**

Name Robertshaw Controls Company

Name

Address 1701 Byrd Avenue

Address

Address Richmond

Virginia

23230-3011

City

State/Country

Zip Code

☐ Mark if Additional Names of Receiving Parties Attached**Correspondent Name and Address**

Jeffery J. Makeever  
 Leydig, Voit & Mayer, Ltd.  
 6815 Weaver Road, Suite 300  
 Rockford, Illinois 61114-8018

Telephone: (815) 963-7661  
 Facsimile: (815) 963-7664  
 Attorney Docket No. 502275

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 5**Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Numbers****Patent Numbers**

10/684,947

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**Enter PCT application number *only* if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved: 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- ☐ Enclosed is a check in the amount of  
☒ Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ Yes ☐ No**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. Charges to deposit account are authorized, as indicated herein.

Jeffery J. Makeever, Reg. No. 37390

Name of Person Signing

Signature

January 20, 2004

Date

01/20/2004 ELOP/PCN 00000763 121216 1016434

**PATENT**  
**REEL: 014919 FRAME: 0433**

**PATENT**

Attorney Docket No. 502275

Leydig, Voit & Mayer, Ltd.  
6815 Weaver Road  
Suite 300  
Rockford, Illinois 61114-8018

**ASSIGNMENT**

**WHEREAS, WE, Mark I. Berns and Tom Buckshaw, of 2410 Cobblewood Drive, Northbrook, Illinois 60062 and 399 Airport Road, Indiana, Pennsylvania 15701, respectively, have invented and own a certain invention entitled:**

**HIGH TEMPERATURE LIMIT THERMOSTAT WITH MANUAL  
LOCKOUT SAFETY**

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on October 14, 2003, under U.S. Application No. 10/684,947, and

**WHEREAS, Robertshaw Controls Company, 1701 Byrd Avenue, Richmond, Virginia 23230-3011 (hereinafter referred to as Assignee), a corporation of Delaware, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.**

**NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.**

**WE HEREBY AUTHORIZE** the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

**UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.**

**WE DO HEREBY COVENANT** and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued,

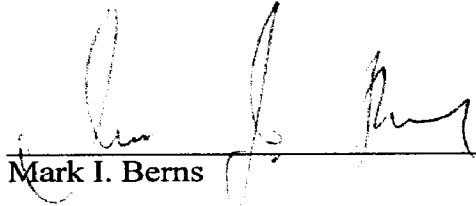
**PATENT**

**REEL: 014919 FRAME: 0434**

In re Appln. of Mark I. Berns et al.  
Attorney Docket No. 502275

reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

Date: 10/14/03

  
Mark I. Berns

Date: 10/14/03

  
Tom Buckshaw