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) - 2004 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
65739 and original documents or copy thereof.
N; A. 2. Name and address of receiving party(ies) Name: INVENSYS SYSTEMS, INC. Internal Address: Street Address: 15345 Barranca Parkway City: Irvine State: CA Zip: 92618 Additional name(s) & address(es) attached? No [x] Yes []
on, the execution date of the application is: April 29, 2002
B. Patent No.(s)
attached? [] Yes [x]No
e 6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41)\$40.00
[x] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 50-1283
The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.
SE THIS SPACE
mation is true and correct and any attached copy is a true copy of February 3, 2004 Date
er sheet, attachments, and documents: [9]
ith required cover sheet information to: , Director of the U.S. Patent and Trademark Office exandria, VA 22313-1450

PATENT REEL: 014954 FRAME: 0257

Atty. Docket No. TRCX003/01US

ASSIGNMENT (Joint)

David R. BROWN, Matthew C. MEYER, Ajay P. MISHRA, Jeffrey A. NORRIS, and David C. RASMUSSEN, residing at 106 Sandy Shore Drive, League City, Texas 77573; 8 Cabot, Irvine, California 92620; 36 Whispering Pine, Irvine, California 92620; 24332 Grass Street, Lake Forest, California 92630; and 1388 Roxborough Drive, Placentia, California 92870, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>FAULT TOLERANT APPARATUS AND METHOD FOR DETERMINING A REVOLUTION RATE OF A GEAR</u>, and which is a:

	[] provisional	application		
	(a)	[] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	; 01
(2)	[x] non-provi	sional application		
	(a)	[x] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	

WHEREAS, Invensys Systems, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 15345 Barranca Parkway, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date:	By:	
	•	David R. BROWN
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WITNESS my hand and o	fficial seal.	
Signature of Notary Public	<u> </u>	Place Notary Seal Above

Attorney Γ ket No. TRCX-003/00US Page 3

Date: $4/26/62$ By: 90	Matthew C. MEYER
State of CALIFORNIA	
County of BRANGE ss.	
On April 26, 2002, before me, Dona & lead appeared Matthew C. Nexa, personally known to me satisfactory evidence, to be the person(s) whose name(s) instrument and acknowledged to me that he/she/they executed the capacity(les), and that by his/het/they signature(s) on the instrument upon behalf of which the person(s) acted, executed the instrument	is/are subscribed to the within the same in his/her/their authorized the person (SQ) (A) the resulty commission # 1269192
WITNESS my hand and official seal.	Orange County My Comm. Expires Jun 29, 2004
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Signature of Notary Public	Place Notary Seal Above
Date: 4/26/2002 By:	Alay P. MISHRA
, .	Ajay P. MISHRA
State of ALIFORNIA	
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State of ALIFORNIA Ss. County of Paral On April 26 2002, before me, Para E Lao appeared Ayay P. Michra, personally known to me satisfactory evidence, to be the person(x) whose name(x) instrument and acknowledged to me that he/she/they executed the capacity(ips), and that by his/he/their signature(x) on the instru	Ajay P. MISHRA Notae Polic, personally or proved to me on the basis of is/acc subscribed to the within the same in his/hor/thoir authorized the person(v), or the entity
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Date: 4/26/2002	Ву:	Jeffrey A. NOI	RRIS	
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NC1. 10/00/2001

PATENT REEL: 014954 FRAME: 0261

ASSIGNMENT (Joint)

David R. BROWN, Matthew C. MEYER, Ajay P. MISHRA, Jeffrey A. NORRIS, and David C. RASMUSSEN, residing at 106 Sandy Shore Drive, League City, Texas 77573; 8 Cabot, Irvine, California 92620; 36 Whispering Pine, Irvine, California 92620; 24332 Grass Street, Lake Forest, California 92630; and 1388 Roxborough Drive, Placentia, California 92870, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled FAULT TOLERANT APPARATUS AND METHOD FOR DETERMINING A REVOLUTION RATE OF A GEAR, and which is a:

(1)	[] provisional	application		
	(a)	[] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	; or
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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 29,2002

,	David NOROWIN
State of TEXIS	
County of <u>HARRIS</u>	
	Britaric E. Sager, personally ally known to me or proved to me on the basis of whose name(s) is/are subscribed to the within
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upon behalf of which the person(s) acted, execu WITNESS my hand and official seal.	Notary Public, State of Texas 8
Lasture E. La acer.	My Commission Expires May 10, 2005
Signature of Notary Public	Place Notary Seal Above

Date:	By:
	Matthew C. MEYER
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	Ajay P. MISHRA
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County of	
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Date:	Ву:
	David R. BROWN
State of	
County of)	
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Signature of Notary Public	. Place Notary Seal Above

Attorney F ket No. TRCX-003/00US

Page 3

Date: 4/26/62 By: // Www. C- // Curr	
Matthew C. MeYEl	3
State of CALIFORNIA	
State of CALIFORN 174	
County of BLANGE	
on April 26,2002, before me, Donna E Leo Notary Publy, personally known to me or proved to me on the	basis of
satisfactory evidence, to be the person(s) whose name(s) is/asse subscribed to the instrument and acknowledged to me that he/she/they executed the same in his/her/their as	e within the
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Notary Public	
WITNESS my hand and official seal.	
Donna E. Leo	
Signature of Notary Public Place Notary Sea	l Above
Date: 4/26/2002 By:	
Ajay P. MISHRA	
State of <u>CALIFORNIA</u>)	
ss.	
County of Olarge	
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State of CALIFORINIA SS. County of ORANGE On ANDELL 26 2002, before me, DANA E. Leo Notary Public - Complete Support of Notary Public Notary A. Notary Seal Above Signature of Notary Public Sig					
appeared PSTEYA. NOCEIS, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/see subscribed to the within instrument and acknowledged to me that he/ske/they executed the same in his/hea/their authorized capacity(ies), and that by his/hea/their signature(s) on the instrument the person(s) acted, executed the instrument. WITNESS my hand and official seal. Orange County My Comm. Expires Lun 29, 2004					
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Date: 4-26-2002 By: David C. RASMUSSEN					
State of _CALIFORNIA)					
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On APCI 26 2002, before me, Dinna E. Los Wolfey Doll, personally appeared Dada Rasmussen, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/ase subscribed to the within instrument and acknowledged to me that he/spe/they executed the same in his/her/their authorized capacity (jes), and that by his/her/their signature(s) on the instrument the person(s) conthe catity					
upon behalf of which the personts acted, executed the instrument. DONNA E. LIO Commission # 1269192					
WITNESS my hand and official seal. Notary Public - Collionia Sounds Orange County My Comm. Expires Jun 29, 2004					
Signature of Notary Public Place Notary Seal Above					

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	(b)	[] bearing Application No.	, and filed on	•	

WHEREAS, Invensys Systems, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 15345 Barranca Parkway, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s):
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 29,2002 By:	David R BROWN
State of TEXIS	
County of HARRIS ss.	
On APRIL 30, 2002, before me, Sar La recappeared MVID R. BROWN, personally known to satisfactory evidence, to be the person(s) whose named instrument and acknowledged to me that he/she/they executed capacity(ies), and that by his/her/their signature(s) on the ir upon behalf of which the person(s) acted, executed the instrument with the person of the instrument and and official seal.	(s) is/are subscribed to the within ed the same in his/her/their authorized
Sastuent Sugar.	May 10, 2005
Signature of Notary Public	Place Notary Seal Above

Date:	By:				
	Matthew C. MEYER				
State of)					
County of)					
On, before me,, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
WITNESS my hand and official seal.					
Signature of Notary Public	Place Notary Seal Above				
Date:	By:Ajay P. MISHRA				
State of)					
County of					
On					
Signature of Notary Public	Place Notary Seal Above				

Date:	By:
	Jeffrey A. NORRIS
State of	
County of	ss.)
satisfactory evidence, to be instrument and acknowledged t capacity(ies), and that by his/h	
Signature of Notary Public	Place Notary Seal Above
Date:	By: David C. RASMUSSEN
State of	SS.
appeared satisfactory evidence, to be instrument and acknowledged t capacity(ies), and that by his/h	
Signature of Notary Public	Place Notary Seal Above

RECORDED: 02/03/2004