

03-29-2004



Form PTO-1595 (Rev. 03/01) RI
3-25-04
OMB No. 0651-0027 (exp. 9/31/2002)

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

<p>1. Name of conveying party(ies): Gary B. Challenger</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Eaton Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Eaton Center</u> <u>1111 Superior Avenue</u></p> <p>City: <u>Cleveland</u></p> <p>State: <u>OH</u> Zip: <u>44114-2584</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 12, 2003</u></p>	

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

<p>A. Patent Application No.(s): <u>10/431,856</u></p>	<p>B. Patent No.(s): _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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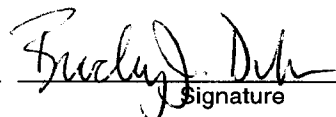
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FINANCE SECTION

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael B. Stewart</u> <u>RADER, FISHMAN & GRAUER PLLC</u></p> <p>Internal Address: <u>Atty. Dkt.: 65857-0096</u></p> <p>Street Address: <u>39533 Woodward Avenue</u> <u>Suite 140</u></p> <p>City: <u>Bloomfield Hills</u> State: <u>MI</u> Zip: <u>48304</u></p>	<p>6. Total number of applications and patents involved: _____</p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-0013</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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9. Statement and signature.

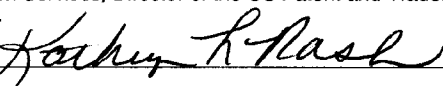
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bradley J. Diedrich  3/23/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 3/23/04 Signature:  (Kathryn L. Nash)

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Assignment

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 3/23/04

Signature: Kathryn L. Nash (Kathryn L. Nash)

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 12th day of March, 2004, by Gary B. Challender (hereinafter referred to as Assignor), residing at 3500 Mt. Hope Rd., Grass Lake, Michigan 49240;

WHEREAS, Assignor has invented certain new and useful improvements in FLUID LINE ASSEMBLY, set forth in a Patent application for Letters Patent of the United States, already filed on May 8, 2003 as U.S. application No. 10/431,856; and

WHEREAS, Eaton Corporation, a corporation organized under and pursuant to the laws of Ohio having its principal place of business at Eaton Center, 1111 Superior Avenue, Cleveland, Ohio 44114-2584 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

RADER, FISHMAN & GRAUER PLLC

Michael B. Stewart	36,018	Loren H. Uthoff, Jr.	31,673	Roger A. Johnston	25,880
Bradley J. Diedrich	47,526	Kevin M. Hinman	35,193		

AND Assignor acknowledgess an obligation of assignment of this invention to Assignee at the time the invention was made.

Gary B. Challenger
Gary B. Challenger

Date: 3-12-04

United States of America)
State of Michigan) ss.:
County of Jackson)

On this 12 day of March, 2004, before me personally came Gary B. Challenger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Evelyn M. Dielman
Notary Public

R0186590.DOC

EVELYN M. DIELMAN
NOTARY PUBLIC JACKSON CO., MI
MY COMMISSION EXPIRES Mar 16, 2008