

FORM PTO-1595
(Rev. 6-93)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET

ATTORNEY DOCKET NO: 050348-01515

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

1. Name of conveying party(ies):

EATON HOLDING INTERNATIONAL I BV

Additional name(s) of conveying party(ies) attached? Yes No ☒

2. Name and address of receiving party(ies):

Name: EATON ELECTRIC LIMITED

Street Address: PO Box 22, Norfolk Street,
Worsley Road North

City: Worsley, Manchester M28 3ET

State: UNITED KINGDOM

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
☐ Security Agreement
☐ Other

- ☐ Merger
☐ Change of Name

Execution Date: February 3, 2003

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

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

A. Patent Application No.(s):
09/720,782

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kirk D. Houser

Internal address: Eckert Seamans Cherin & Mellott, LLC
Street Address: 600 Grant St., 44th Floor

City: Pittsburgh State: PA Zip: 15219

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

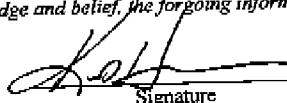
8. Deposit account number: 02-2556

(Attach duplicate copy of this page if paying by deposit account)

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.

Kirk D. Houser
Name of Person Signing
Registration No. 37,357October 21, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignment
Washington, DC 20231

CH \$40.00 022556 09720782

(1) EATON HOLDING INTERNATIONAL I BV

and

(2) EATON ELECTRIC LIMITED

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on the
and is effective as of the 3rd day of February 2003.

day of

2004

PARTIES:

- (1) **EATON HOLDING INTERNATIONAL I BV** a company incorporated in the Netherlands with its corporate seat at 's-Gravenhage, the Netherlands and address at (1119PC) Schiphol-Rijk, the Netherlands, Boeing Avenue 11 (**Assignor**); and
- (2) **EATON ELECTRIC LIMITED** a company incorporated in the England & Wales (with registered number 4617032) of PO Box 22, Norfolk Street, Worsley Road North, Worsley, Manchester M28 3ET (**Assignee**),

(and together with the Assignors, **Parties**, each being a **Party**).

INTRODUCTION:

- (A) By a sale and purchase agreement dated 8 December 2002 between the Assignor and Delta plc, Delta plc agreed to sell (or procure the sale of) the Electrical Division to the Assignor.
- (B) By an agreement dated 31 January 2003 between the Assignor and each of the UK Business Sellers, the UK Business Sellers transferred the UK IP to the Assignor.
- (C) By an asset sale agreement dated 3 February 2003 between the Assignor and the Assignee (**Agreement**), the Assignor and Assignee have agreed that, with effect from 9.00 hours on 3 February 2003 (**the Effective Date**), the UK Business carried on by the Assignor and the UK Assets (which includes the UK IP) used in such business shall be transferred to the Assignee.
- (D) The Assignors are the legal and beneficial owners of the relevant domain names set out in Schedule 1, the patents and patent applications set out in Schedule 2, the trade mark registrations and applications set out in Schedule 3 and various other intellectual property.
- (E) Therefore, with effect from the Effective Date, the Assignor has agreed to assign to the Assignee the Intellectual Property, Domain Names, Trade Marks and Patents to the Assignee.
- (F) This Assignment amends, restates and replaces the UK IP assignment between Eaton Holding International I BV and Eaton Electric Limited dated 3 February 2003 to correct two manifest errors in the name of the Assignor and the address of the Assignor in part (1) of the parties block.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Except as otherwise specified in Clause 1.2 below, all expressions defined in the Agreement (whether by reference or otherwise) shall have the same meaning in this Assignment:

1.2 In this Assignment the following words shall have the following meanings:

Domain Names means the domain names set out in Schedule 1;

Intellectual Property means the UK IP but not including the Domain Names, Trade Marks and Patents;

Patents means the registered patents and patent applications set out in Schedule 2;

Trade Marks means the trade mark registrations and applications set out in Schedule 3.

1.3 The headings in this Assignment are for convenience only and shall not affect its construction or interpretation.

1.4 The recitals in this Assignment shall form part of this Assignment and shall have the same force and effect as if set out in the body of this Assignment and references to this Assignment include the recitals.

2. ASSIGNMENT

2.1 Pursuant to the Agreement, with effect from the Effective Date, the Assignors hereby assign to the Assignee with full title guarantee subject to the provisions and limitations set out in the Agreement and subject to all matters disclosed in the Disclosure Letter:

2.1.1 all their right, title and interest in the Intellectual Property, Domain Names, Patents and Trade Marks including all statutory and common law rights attaching to such rights and all rights, powers, liberties and immunities attaching to such rights, including but not limited to:

2.1.2 goodwill attached to the Intellectual Property, Domain Names, Patents and Trade Marks; and

2.1.3 the right to take proceedings in respect of any past infringement and to recover and retain damages and all other monies payable in respect of any past infringements whensoever and wheresoever arising.

3. FURTHER ASSURANCE

The Assignors agree at the expense of the Assignee to do and procure the doing by any other Seller Group Member of such acts and to execute and procure the execution by any other Seller Group Member of such further documents as may be reasonably requested by the Assignee to give full effect to the terms of this Assignment.

4. COUNTERPARTS

This Assignment may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has signed at least one counterpart. Each of such counterparts (when so executed) will constitute an original of this Assignment and all of such counterparts will together constitute one and the same document.

5. **GOVERNING LAW AND JURISDICTION**

This Assignment is governed by, and shall be construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this deed has been executed on the day and year above written.

Executed as a deed and delivered by
EATON ELECTRIC LIMITED
acting by

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..... Director

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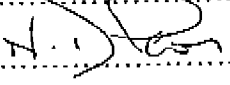
..... Director/Secretary

Executed as a deed and delivered by
**EATON HOLDING
INTERNATIONAL I BV**
acting by

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..... Director

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..... Director/Secretary

Country	Number	Application Date	Renewal Date	Description	Status
New Zealand	508909		30-Jun-03	INTELLIGENT RCDS	
New Zealand	508913		30-Jun-03	INTELLIGENT RCDS	
Portugal	769197		18-Jul-03	POD PROJECT	GRANTED
Singapore	9490392.9		27-Feb-03	V.S. PROJECT 2000	GRANTED
Singapore	9290123		27-Feb-03	VS PROJECT 2000	GRANTED
South Africa	2000/7591		30-Jun-03	INTELLIGENT RCDS	GRANTED
South Africa	2000/7592		30-Jun-03	INTELLIGENT RCDS	
South Africa	95/6112		21-Jul-03	POD PROJECT	GRANTED
Spain	95925078.8		18-Jul-03	POD PROJECT	GRANTED
Sweden	95925078.8		18-Jul-03	POD PROJECT	GRANTED
Switzerland	769197		18-Jul-02	POD PROJECT	GRANTED
Taiwan	84107613		01-Jan-03	POD PROJECT	GRANTED
USA	09/720782		0	INTELLIGENT RCDS	PENDING
USA	NOT YET		0	INTELLIGENT RCDS	PENDING
	KNOWN				

Canada	GBO1/00060			Intelligent RCDS	Pending
S Africa	GBO1/00060			Intelligent RCDS	Pending
Japan	GBO1/00060			Intelligent RCDS	Pending
Korea	GBO1/00060			Intelligent RCDS	Pending
South Africa	GBO1/00060			Intelligent RCDS	Pending
Taiwan	91112411			Comb shunt/toroid	Pending
UK	113941.9			Comb shunt/toroid	Pending
UK	GB02/02643			Comb shunt/toroid	Pending
UK	0102014.8			Intelligent RCD	Pending
Malaysia	0113941.9			Comb shunt/toroid	Pending
Taiwan	0113941.9			Comb shunt/toroid	Pending

PATENT

RECORDED: 10/21/2004

REEL: 015270 FRAME: 0198