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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

17497 10/872281



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

1. Name of conveying party(ies): James L. Oliver 6-18-04 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Eaton Corporation Internal Address: Street Address: 1111 Superior Avenue City: Cleveland State: OH Zip: 44114-2584 Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance: X Assignment Merger Security Agreement Change of Name Other Execution Date: June 14, 2004

4. Application number(s) or patent number(s): 10872281 If this document is being filed together with a new application, the execution date of the new application is: June 14, 2004 A. Patent Application No.(s): This application B. Patent No.(s): Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael B. Stewart RADER, FISHMAN & GRAUER PLLC Internal Address: Atty. Dkt.: 66046-0008 Street Address: 39533 Woodward Avenue Suite 140 City: Bloomfield Hills State: MI Zip: 48304

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed X Authorized to be charged to deposit account Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 18-0013 (Attach duplicate copy of this page if paying by deposit account)

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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. Michael B. Stewart Name of Person Signing June 18, 2004 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 as Express Mail, Airbill No. EV 223961885 US, 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: June 18, 2004 Signature: Alisa M. Haggemo (Alisa M. Haggemo)

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PATENT REEL: 015501 FRAME: 0174

Assignment

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV 223961885US, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: June 18, 2004

Signature:  (Alisa M. Haggemo)

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 14th day of June, 2004, by James L. Oliver (hereinafter referred to as Assignor), residing at 3740 Gregory Road, Orion, Michigan 48359-2018;

WHEREAS, Assignor has invented certain new and useful improvements in **START AND OPERATION SEQUENCES FOR HYBRID MOTOR VEHICLES**, set forth in a Patent application for Letters Patent of the United States, filed herewith; 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:

All practitioners at Customer Number 10291

Michael B. Stewart, 36,018; Bradley J. Diedrich, 47,526; John A. Kastelic, 34,635


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


James L. Oliver

Date: 06/14/04

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

On this 14th day of June, 2004, before me personally came James L. Oliver, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

CAROLE FRANCES HIBNER
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Oct 4, 2007
ACTING IN OAKLAND COUNTY, MI