


Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 0/30/2008)


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

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Richard W. Kephart (4/16/2006), Kimberly Costlow (4/13/2006), Michael Durbin (4/18/2006), Xu Cheng (4/18/2006), and Richard Brown (4/13/2006) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. Internal Address: _____ Street Address: _____ 200 Beta Drive City: Pittsburgh State: Pennsylvania Country: United States of America Zip: 15238 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s): in parentheses after inventor name <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) 11/331,886 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: Scott E. Baxendale MARSHALL, GERSTEIN & BORUN LLP Internal Address: Atty. Dkt.: 06005/641728 Street Address: 233 S. Wacker Drive, Suite 6300 Sears Tower City: Chicago State: IL Zip: 60606-6357 Phone Number: (312) 474-6300 Fax Number: (312) 474-0448 Email Address: _____		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 13-2855 Authorized User Name Scott E. Baxendale		9. Signature:  Signature _____ Date April 28, 2006 Scott E. Baxendale - 41,605 Name of Person Signing _____ Total number of pages including cover sheet, attachments, and documents: 3	

CH \$40.00 132855 11331886

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.
Dated April 28, 2006 Signature  (Scott E. Baxendale)

MARSHALL, GERSTEIN & BORUN LLP, 233 S. Wacker Drive, Suite 6300, Sears Tower, Chicago, Illinois 60606-6357

ASSIGNMENT

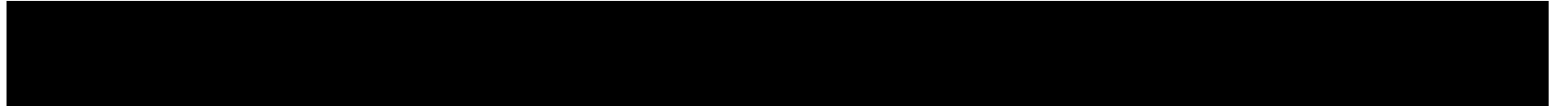
Serial No: 11/331,886
 Filed: January 13, 2006
 Title: A METHOD FOR REDUNDANT CONTROLLER SYNCHRONIZATION FOR BUMP-LESS
 FAILOVER DURING NORMAL AND PROGRAM MISMATCH CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC., 200 Beta Drive, Pittsburgh, Pennsylvania 15238 (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for letters patent of the United States, executed by the undersigned on April 13, 16, and 18, 2006, and in said application and any and all other applications, both in the United States and in other countries, which the undersigned may file or be named as an inventor, either solely or jointly with others, on said invention or improvements, and in any and all letters patent of the United States and other countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner for Patents to issue said letters patent to said Assignee.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned except in favor of Assignee.

For said consideration the undersigned hereby agree, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all applications on said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any letters patent that may be granted upon any and all of said applications, and any and all applications and other documents for letters patent in other countries on said invention or improvements, that said Assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said Assignee, its successors or assigns, in the event of any application or letters patent assigned herein becoming involved in Interference or Opposition, to cooperate to the best of the ability of the undersigned with said Assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said letters patent, both in the United States and in other countries, and vest all rights therein hereby conveyed in said Assignee, its successors and assigns, whereby said letters patent will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.



WITNESS our hands this

18th day of April, 2006.

State of Pennsylvania
County of Allegheny

[Signature]
Richard W. Kephart

[Signature]
Kimberly Costlow

[Signature]
Michael Durbin

[Signature]
Xu Cheng

[Signature]
Richard Brown

On this 18th day of April, 2006, before me, a Notary Public in and for the County and State aforesaid, appeared, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires:

July 25, 2006 Anita S. Brogneri
Notary Public

Notarial Seal
Anita S. Brogneri, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires July 25, 2006
Member, Pennsylvania Association of Notaries

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Karin Krahn

MarshallGerstein

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ASSIGNMENT

Serial No: 11/331,886

Filed: January 13, 2006

Title: A METHOD FOR REDUNDANT CONTROLLER SYNCHRONIZATION FOR BUMP-LESS
FAILOVER DURING NORMAL AND PROGRAM MISMATCH CONDITIONS

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The undersigned hereby authorize and request the Commissioner for Patents to issue said letters patent to said Assignee.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned except in favor of Assignee.

For said consideration the undersigned hereby agree, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all applications on said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any letters patent that may be granted upon any and all of said applications, and any and all applications and other documents for letters patent in other countries on said invention or improvements, that said Assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said Assignee, its successors or assigns, in the event of any application or letters patent assigned herein becoming involved in Interference or Opposition, to cooperate to the best of the ability of the undersigned with said Assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said letters patent, both in the United States and in other countries, and vest all rights therein hereby conveyed in said Assignee, its successors and assigns, whereby said letters patent will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

MARSHALL, GERSTEIN & BORUN LLP, 233 S. Wacker Drive, Suite 6300, Sears Tower, Chicago, Illinois 60606-6357

WITNESS our hands this 18th day of April, 2006.

State of Pennsylvania
 County of Allegheny

[Signature]
 Richard W. Kaphart

[Signature]
 Kimberly Costlow

[Signature]
 Michael Imbin

[Signature]
 Xu Cheng

[Signature]
 Richard Brown

On this 18th day of April, 2006, before me, a Notary Public in and for the County and State aforesaid, appeared, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: July 28, 2006 [Signature]
 Notary Public

Notarial Seal
 Anita S. Braggatt, Notary Public
 01504 Twr., Allegheny County
 My Commission Expires July 28, 2006
 Member, Pennsylvania Association of Notaries