

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Byrd	04/30/2007
RECEIVING PARTY DATA	
Name:	Reliance Electric Technologies, LLC
Street Address:	6040 Ponders Court
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29615
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6147423
CORRESPONDENCE DATA	
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Total Attachments: 1 source=Byrd#page1.tif	

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Rockwell Automation
Power Systems

INTELLECTUAL PROPERTY AGREEMENT (Form 1038)

I DAVID BYRD
in part consideration of my employment, or further employment if I am a present employee, by Rockwell Automation and the compensation I shall receive therefore, hereby agree as follows:

1. **Assignment of Rights** - In conformance with established Rockwell Automation Policy and custom I will, and do hereby, assign and transfer to Rockwell Automation my entire right, title and interest in all inventions, discoveries, improvements, ideas and other contributions, discoveries, or not patentable, copyrightable or otherwise protectable in law conceived, made or developed by me, either individually or jointly, during my employment by Rockwell Automation that relate in any matter to my work, the research or business of Rockwell Automation, or fields to which the business of Rockwell Automation may reasonably extend (herein "Rights").

2. **Disclosure and Cooperation** - I will promptly and fully disclose all Rights to Rockwell Automation in writing. I will execute and deliver any and all lawful applications, assignments and other documents which Rockwell Automation requests for protecting Rights in the United States or any other country. Rockwell Automation shall have the full and sole power to prosecute such applications and to take all other action concerning Rights, and I will cooperate fully within a lawful manner, at Rockwell Automation expense, in the preparation and prosecution of all such applications and in all legal actions and proceedings concerning Rights.

3. **Trade Secrets** - I recognize that my work may involve receipt of confidential Rockwell Automation technical and business information, and in conformance with existing employee obligations, I will retain in strictest confidence, both during and after my employment such information. This information may be oral or written, may reside in that which I originate or otherwise comes into my possession or knowledge, and which may relate, for example, to Rockwell Automation technical matters such as research, development, product design, engineering data, specifications, processes, formulations, manufacturing operations or customer relations.

4. **Tangible Items** - All books, records, papers, catalogues, compilations of information, drawings, correspondence, recordings, stored data, tools, instruments, equipment, and other physical items, including copies and duplicated, that I develop or which come into my

possession or control during my employment, which relate to or are a part of any Rockwell Automation technical or business matters, whether of a public nature or not, and not merely a personal item of a general professional nature, shall be and remain the property of Rockwell Automation, and I will promptly deliver all such material to Rockwell Automation upon any termination of my employment.

5. **Pre-Existing Matters** - (new employees only) - There is no outstanding agreement on my part to assign to any other party any Right conceived, made or developed by me after commencement of my employment with Rockwell Automation, except for those agreements of which attach copies hereto. Further, I do not assert any interest in any Rights of the nature of Paragraph 1 acquired by me prior to my employment by Rockwell Automation, except as disclosed by attachment hereto. I also agree not to reveal to Rockwell Automation any confidential information of any other party to the extent I am obligated to retain such information in confidence

6. **Included Parties** - The term Rockwell Automation includes all subsidiaries and other concerns controlled by Rockwell Automation, and any concern that owns or controls Rockwell Automation, and if I shift my employment to any such concern my obligations hereunder shall also extend to such concern. This agreement is a Wisconsin contract binding upon my heirs and legal representatives, and inuring to the benefit of the successors and assigns of Rockwell Automation.

The foregoing terms and conditions have been read and understood by me, are acceptable to me, and supersede any prior agreement entered into by me concerning the subject matter hereof.

Signed by:

David Byrd

Date: 4-30-07

Company Witness:

Judy Darley