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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Bethany L. Klausing	02/25/2009
David R. Lathrop	02/25/2009

# **RECEIVING PARTY DATA**

Name:	Emerson Electric Co.
Street Address:	8000 West Florissant Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63136

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29332791

# **CORRESPONDENCE DATA**

Fax Number: (713)223-3717

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-226-1200
Email: hoip@lockelord.com

Correspondent Name: LOCKE LORD BISSELL & LIDDELL LLP ATTN:

Address Line 1: 600 TRAVIS
Address Line 2: SUITE 3400

Address Line 4: HOUSTON, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0021827-046US
NAME OF SUBMITTER:	D. Brit Nelson

**Total Attachments: 3** 

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# ASSIGNMENT OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually/collectively "Assignor," have invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in United States Patent application entitled "FAN REMOTE CONTROL," a true and accurate copy of which is attached hereto (hereafter "Application"); and

WHEREAS, EMERSON ELECTRIC CO., 8000 West Florissant Avenue, St. Louis, Missouri 63136, hereafter "Assignee," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the Application, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "Invention"); and the entire and exclusive right, title and interest in and to, and possession of, the Application, including rights to claim priority thereto, and to all related pending and future United States and/or foreign applications disclosing or claiming the Invention in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof, and to all patents or other related property rights that may be issued or granted thereon anywhere in the world (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to the extent not already assigned by me/us to Assignor by prior written agreement or employment relationship, Assignor has hereby assigned, transferred and conveyed, or hereby ratified such, and does hereby assign, transfer and convey, or does hereby ratify such, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, throughout the world, including, without limitation, the right to file and prosecute applications for patents in the name of Assignee and/or Assignor; in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or related property right that may be granted; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and transfer had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country patent or related property right assigned hereunder, to Assignee, as the assignee of the entire and exclusive right, title and interest in and to the same:

AND Assignor hereby represents, warrants and covenants that he/she has the full right to convey the interest herein assigned, that he/she has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are

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PATENT REEL: 022311 FRAME: 0807 not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right;

AND Assignor further covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Invention**, **Application** and **Intellectual Property** known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignor has hereunto set his/her hand and seal.

Signature

BETHANY L. KLAUSING

354 Sturbridge Village Drive Hazelwood, MO 63042

> 2/25/09 Date of Execution

CHERI L MARTINI
Notary Public - Notary Seal
State of Missouri
Commissioned for St Louis County
My Commission Expires: March 26, 2012
Commission Number; 08468379

\*\*\* NOTARIZATION IS PREFERRED, BUT NOT REQUIRED \*\*\*

STATE OF MISSOURI

8

COUNTY OF ST. LOUIS

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BEFORE ME, the undersigned authority, on this day personally appeared BETHANY L. KLAUSING, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

this day of Japanery, 2009.

February

[NOTARY STAMP]

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MOTARY PUBLIC STATE OF MISSOURI NOT COMMISSION EXPIRES: 3/36/12

BE CERTIFICATION OF MRONE

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Signature

DAVID R. LATHROP

2712 Hunter's Ridge Edwardsville, IL 62025

2/২5/৫৭ Date of Execution \*\*\* NOTARIZATION IS PREFERRED, BUT NOT REQUIRED \*\*\*

STATE OF MISSOURI

§ R

COUNTY OF ST. LOUIS

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BEFORE ME, the undersigned authority, on this day personally appeared DAVID R. LATHROP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 25 day of January, 2009.

[NOTARY STAMP]

CHERI L MARTINI Notary Public - Notary Seal State of Missouri Commissioned for St Louis County My Commission Expires: March 26, 2012 Commission Number: 08468379

THIS 25 DAY OF THE DAY OF

NOTARY PUBLIC STATE OF MISSOURI

WY COMMISSION EXPIRES

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RECORDED: 02/25/2009

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