# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dale A. Stretch	07/21/2009

#### **RECEIVING PARTY DATA**

Name:	Eaton Corporation	
Street Address:	1111 Superior Avenue	
Internal Address:	Eaton Center	
City:	Cleveland	
State/Country:	ОНІО	
Postal Code:	44114-2584	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12476996

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 66777-0040

NAME OF SUBMITTER: Daniel J. Checkowsky

**Total Attachments: 4** source=r0656924#page1.tif source=r0656924#page2.tif source=r0656924#page3.tif

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**PATENT** 

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#### 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. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Dale A. Stretch Eaton Corporation Internal Address: x No Additional name(s) of conveying party(ies) attached? Street Address: 3. Nature of conveyance/Execution Date(s): Eaton Center Execution Date(s): July 21, 2009 1111 Superior Avenue x Assignment Merger Change of Name Joint Research Agreement Security Agreement City:\_\_\_ Government Interest Assignment State: Executive Order 9424, Confirmatory License Country: United States of America Zip: 44114-2584 Additional name(s) & address(es) attached? 4. Application or patent number(s): This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 12/476,996 Additional numbers attached? 5. Name and address to whom correspondence 6. Total number of applications and concerning document should be mailed: patents involved: Michael B. Stewart RADER, FISHMAN & GRAUER PLLC 7. Total fee (37 CFR 1.21(h) & 3.41) 40.00 Internal Address: Atty. Dkt.: 66777-0040 Street Address: 39533 Woodward Avenue Authorized to be charged to deposit account Suite 140 Enclosed None required (government interest not affecting title) Bloomfield Hills City: 8. Payment Information State: MI 48304 Zip: (248) 594-0633 Phone Number: (248) 594-0610 18-0013 Fax Number: \_\_\_\_ Deposit Account Number Authorized User Name Michael B. Stewart mbs@raderfishman.com Email Address: 9. Signature: /Daniel J. Checkowsky/ August 11, 2009 Signature Date Daniel J. Checkowsky - 51,549 Total number of pages including cover sheet, attachments, and documents: Name of Person Signing

#### ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made this 21<sup>st</sup> day of July, 2009, by Dale A. Stretch (hereinafter referred to as Assignor), residing at 24759 Portsmouth, Novi, Michigan 48374;

WHEREAS, Assignor has invented certain new and useful improvements in TWO POSITION THREE WAY VALVE, set forth in a Patent application for Letters Patent of the United States, already filed on June 2, 2009 as U.S. Application No. 12/476,996; and

WHEREAS, Eaton Corporation, 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 therefor 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

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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 owner 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:

RADER, FISHMAN & GRAUER PLLC

All practitioners at Customer Number 10291

PATENT REEL: 023077 FRAME: 0652 AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

7/21/2009

Dale A. Stretch

Witness:

7/31/2009 Date

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**RECORDED: 08/11/2009**