

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James McCarthy Jr.	04/16/2010
RECEIVING PARTY DATA	
Name:	Eaton Corporation
Street Address:	1111 Superior Avenue
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114-2584
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12762157
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	08-RTRN-005 (EA)
NAME OF SUBMITTER:	Paul V. Keller
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT
REEL: 024248 FRAME: 0322

08-rTRN-005 (EA) ASSIGNMENT

1) PARTIES

This is an agreement between the ASSIGNOR:

James Edward McCarthy, Jr.
42087 Woodcreek Lane
Canton, MI 48188

and the ASSIGNEE:

Eaton Corporation
1111 Superior Avenue
Cleveland, OH 44114-2584
United States

2) DEFINITIONS

a) The APPLICATION is U.S. Provisional Patent Application No. 61/226880, filed July 20, 2009 and entitled:

"Exhaust Cooling Module for SCR Catalysts"

For which the inventors are:

James Edward McCarthy, Jr.

b) The INVENTIONS are all the inventions described in the APPLICATION. The INVENTIONS are not limited to those delimited by claims or identified with the word "invention".

c) The ADDITIONAL_APPLICATIONS are applications that have or will be filed for patents, utility models, utility certificates, or similar industrial intellectual property rights to the INVENTIONS or to obvious improvements of or variations on the INVENTIONS. ADDITIONAL_APPLICATIONS include all applications that take or claim priority from the APPLICATION, whether directly or through a chain of priority claims, including without limitation divisional, continuation, continuation-in-part, substitute, Patent Cooperation Treaty (PCT), regional, foreign national, and reissue applications regardless of the country in which, or the authority with which, the applications are filed. ADDITIONAL_APPLICATIONS further include any other applications for rights to one or more of the INVENTIONS. This definition is inclusive of applications filed before or after the date of this assignment.

d) The PATENTS are all patents, utility models, utility certificates, and similar properties that have or will mature out of or result from the APPLICATION or the ADDITIONAL_APPLICATIONS and all such properties granted for the INVENTIONS.

e) The TITLES are the ASSIGNOR's ownership interests in the INVENTIONS, the APPLICATION, the ADDITIONAL_APPLICATIONS, and the PATENTS.

f) The RIGHTS are all rights in all countries belonging or accruing to the ASSIGNOR as a result of being an inventor of all or part of the INVENTIONS, from being a user of the INVENTIONS, from being an applicant or an owner of the APPLICATION or one or more of the ADDITIONAL_APPLICATIONS, or from being a grantee or owner of one or more of the PATENTS. The RIGHTS include the right to file or have filed ADDITIONAL_APPLICATIONS in the name of the ASSIGNOR or the ASSIGNEE and to make priority claims to the APPLICATION and ADDITIONAL_APPLICATIONS. The RIGHTS additionally include, without limitation, causes of action accruing before or after the date of this assignment, including rights to bring proceedings to recover damages and seek other relief for acts of infringement whether committed before or after the date of this assignment. The Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments are hereby authorized to issue Letters Patent based on the APPLICATION or ADDITIONAL_APPLICATIONS to the ASSIGNEE and, where allowed by applicable law, in the name of the ASSIGNEE.

3) DECLARATION

For good and valuable consideration, the receipt and sufficiency of which the ASSIGNOR hereby acknowledges, the ASSIGNOR hereby assigns and conveys to the ASSIGNEE, its successors, and assigns the entirety of ASSIGNOR's RIGHTS, TITLES, and interests so far as concerns the United States and all other countries in and to the INVENTIONS, the APPLICATION, the ADDITIONAL_APPLICATIONS, and the PATENTS, to the extent not already accomplished by any prior conveyance. The intent of the parties is to convey the ASSIGNOR's RIGHTS, TITLES, and interests in and to the INVENTIONS, the APPLICATION, the ADDITIONAL_APPLICATIONS, and the PATENTS to the fullest extent permitted by applicable law and for the conveyances to be effective as of the earliest possible dates. The ASSIGNOR covenants that the ASSIGNOR has full power to make this assignment and has not encumbered the RIGHTS, TITLES, and interests hereby conveyed by any grant, license, or other prior transfer to a party other than the ASSIGNEE.

4) SAVING CLAUSE

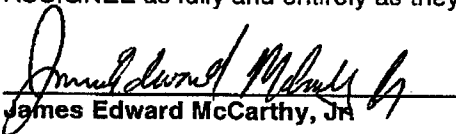
If any portion of the foregoing assignment of RIGHTS, TITLES, and interests exceeds the extent permitted by a jurisdiction's law, the extent of assignment of RIGHTS, TITLES, and interests for that jurisdiction shall be reduced, but only to the extent necessary to remain within the permissible limits of that jurisdiction's law.

5) CHOICE OF LAW

This assignment is to be interpreted under the laws of the State of Ohio.


6) ADDITIONAL ASSISTANCE

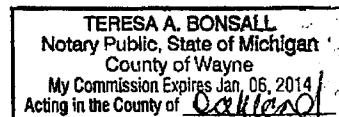
The ASSIGNOR hereby covenants and agrees to furnish the ASSIGNEE with information, documents, and exhibits, to execute documents, and to testify in proceedings whenever reasonably requested by the ASSIGNEE, its successors, assigns or legal representatives to either facilitate filing and prosecuting the APPLICATION and ADDITIONAL_APPLICATIONS, to facilitate obtaining PATENTS and vesting them in the ASSIGNEE, its successors, or assignees, or to defend and enforce PATENTS. The ASSIGNOR agrees to do all reasonable acts serving to assure that the INVENTIONS, the APPLICATION, ADDITIONAL_APPLICATIONS, and PATENTS are held and enjoyed by the ASSIGNEE as fully and entirely as they could be held and enjoyed by the ASSIGNOR.


James Edward McCarthy, Jr.

4-16-2010
Date

James Edward McCarthy, Jr. acknowledged this agreement before me this 16th day of April, 2010.


Notary Public



Accepted on behalf of Eaton Corporation by:


Paul V. Keller
Attorney for Eaton Corporation

4/16/2010
Date