## 502103678 10/23/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Gilbert Peter FREETH	10/22/2012

### **RECEIVING PARTY DATA**

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

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29435309

# **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Bryan J. JAKETIC

Total Attachments: 2

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PATENT

REEL: 029173 FRAME: 0417

OF \$40.00 29435309

#### ASSIGNMENT

## THIS ASSIGNMENT, is made by:

(1) Gilbert Peter FREETH residing at 303 Cheyenne Drive, San Dimas, CA 91773 (the "Assignor").

WHEREAS, the Assignor has invented certain new and useful improvements known as Valve and Handle, set forth in an application for a United States Patent, filed on October 23, 2012, as Application No. 29/435.309 (the "Application");

WHEREAS, as used here, the "Invention" means: (a) the Application; (b) any and all inventions which are disclosed and claimed in the Application; (c) any and all inventions which are disclosed but not claimed in the Application; (d) any all improvements, developments, and modifications to the invention deriving from the Application; (e) any and all continuations, continuations-in-part, requests for continued examination, and all other applications which claim priority to the Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all provisional applications, continuations, continuing patent applications, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which the Application claims priority;

WHEREAS, Eaton Corporation, a corporation having its principal place of business at Eaton Center, 1111 Superior Avenue, Cleveland, OH 44114-2584, its successors and assigns (the "Assignee"), desires to acquire the entire right, title and interest in the Invention, and in any United States Patents obtained therefore and thereon;

WHEREAS, the Assignor hereby represents and warrant to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution of this Assignment, except for any rights, titles and/or interests that have arisen to the Assignee under law or that have already been transferred to the Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in the Invention and the Application, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to convey the same as expressed in this Assignment;

WHEREAS, the Assignor acknowledges an obligation to assign the Invention to the Assignee at the time that the Invention was made;

NOW, for good and valuable consideration received from the Assignee, receipt and sufficiency of which is hereby acknowledged, the Assignor assigns and transfer to the Assignee, the Assignor's entire right, title and interest in the Invention, and all United States Patents which may be granted on the Invention, and all reissues, reexaminations and extensions on the Invention, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) filed for the Invention in any foreign countries, and all reissues, reexaminations and extensions on the Invention in any foreign country; the Assignor assigns and transfers to the Assignee the right to file applications on the

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PATENT REEL: 029173 FRAME: 0418 Invention in the United States and all foreign countries, and the Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents, to issue all patents for the Invention to the Assignee in accordance with the terms of this Assignment;

AND, for the same consideration, the Assignor covenant that when requested, without charge to, but at the expense of, the Assignees, to carry out in good faith the intent and purpose of this Assignment; the Assignor will disclose all facts known to the Assignor relating to the Invention and its history; the Assignor will testify in all legal proceedings, and do everything possible which the Assignee may consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for the Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as necessary, and the Assignor irrevocably appoints the Assignee as the Assignor's attorney in fact with power to execute on the Assignor covenants with the Assignee that the Assignor has made no other assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed here, and that the Assignor has full right to convey their entire right, title and interest as expressed in this Assignment;

AND, the Assignor 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:

Bryan Jaketic, Reg. No. 56,280, BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP, and all practitioners associated with Customer Number 66344

This Assignment has been executed this <u>22</u> day of <u>Ocrober</u>, 2012.

Signature: Name:

Gilbert Peter FREETH

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**RECORDED: 10/23/2012** 

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