

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Matthew Ryan Schmitt	06/13/2013
RECEIVING PARTY DATA	
Name:	Tyco Electronics Corporation
Street Address:	1050 Westlakes Drive
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13546723
CORRESPONDENCE DATA	
Fax Number:	3026332776
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	302-633-2771
Email:	IPdocket.wilm@te.com
Correspondent Name:	ROBERT J. KAPALKA THE WHITAKER, LLC
Address Line 1:	4550 NEW LINDEN HILL ROAD
Address Line 4:	WILMINGTON, DELAWARE 19808
ATTORNEY DOCKET NUMBER:	CS-01455 (958-5005)
NAME OF SUBMITTER:	Jay J. Hoette
Signature:	/Jay J. Hoette, Reg. No. 50666/
Date:	06/26/2013
Total Attachments: 8 source=CS-01455_958-5005_executed_assignment_26JUN2013#page1.tif	

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ASSIGNMENT

I/We, MATTHEW RYAN SCHMITT, who reside at 2040 Powderhorn Road, Middletown, PA 17057, and JOHN TIMOTHY LIPPERT, who reside at 2 Birchwood Drive, Harrisburg, PA 17109, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled

RECEPTACLE ASSEMBLY HAVING ANGLED RECEPTACLE GUIDE FRAMES

which application was executed by the inventor on the date of execution of this assignment, and is identified by Attorney Docket Number CS-01455, and Tyco Electronics Corporation, whose address is 1050 Westlakes Drive, Berwyn, PA 19312, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me/us, receipt and sufficiency of which I/we hereby acknowledge, I/we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my/our name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that I/we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I/we have good right to assign the same to Assignee without encumbrance;
5. Bind my/our heirs and legal representatives, as well as myself/ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to me/us or

them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me/us or my/our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me/us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my/our control or in the control of my/our heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the latest date accompanying signature(s), herein below.

In testimony whereof I/we have affixed my/our signature(s).

 _____ (Witness)	<u>6/13/12</u> (Date)	 _____ MATTHEW RYAN SCHMITT	<u>6/13/12</u> (Date)
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_____ (Witness)	_____ (Date)	_____ JOHN TIMOTHY LIPPERT	_____ (Date)
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Matthew Ryan Schmitt :
 : Art Unit:
Serial No.: 13/546,723 :
 : Examiner:
Filed: 07/11/2012 :
 :
 :
For: Receptacle Assembly Having Angled : Confirmation No.:
 Receptacle Guide Frames

**Petition under 37 CFR 1.47
Inventor John Timothy Lippert Refuses to Sign Declaration**

Mail Stop: Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

The applicants respectfully petition the Director, under 37 CFR § 1.47(a), to accept the enclosed Declaration and Power of Attorney and allow prosecution of this application to proceed.

The present application names two joint inventors – Matthew Ryan Schmitt and John Timothy Lippert. Inventor Lippert has refused to execute the enclosed Declaration and Power of Attorney. Inventor Schmitt has executed the enclosed Declaration and Power of Attorney on his own behalf and on behalf of the non-signing inventor, Mr. Lippert, who has refused to join in the application.

The pertinent facts surrounding Mr. Lippert's refusal to execute the enclosed Declaration and Power of Attorney are as follows:

Statement of Facts:

- 1) Inventor John Timothy Lippert was employed by Tyco Electronics Corporation at the time of the invention. A copy of an INTELLECTUAL PROPERTY AGREEMENT signed by Mr. Lippert is attached as Exhibit A.

- 2) Attorney Jay Hoette attempted to contact John Timothy Lippert prior to filing the application on July 11, 2012 in an effort to have the Declaration signed prior to filing. Attempts to contact John Timothy Lippert were unsuccessful.
- 3) After filing the US Patent Application 13/546,723 on July 11, 2012, further attempts to contact John Timothy Lippert included sending, via e-mail to jtlrat@gmail.com, which is a confirmed email address for Mr. Lippert, on August 27, 2012, a copy of the patent application as filed, including the formal drawings, as well as a Declaration and Power of Attorney document and an Assignment document.
- 4) Follow up e-mail and telephone conversations between August and October 9, 2012 were made in an effort to obtain an executed Declaration and Power of Attorney from Mr. Lippert.
- 5) In an e-mail dated October 9, 2012, attached as Exhibit B, Mr. Lippert indicated his refusal to sign the documents.

Statement of Last Known Address

John Timothy Lippert
2 Birchwood Drive
Harrisburg, PA 27209

The fee for this petition is understood to be \$130.00. 37 CFR § 1.17(h). The Commissioner is hereby authorized to charge any additional fees or credit any overpayment to Deposit Account Number 50-3858.

Respectfully submitted,

Date: October 26, 2012



Jay J. Hoette, Reg. No. 50666
The Small Patent Law Group LLC
225 S. Meramec, Ste. 725
St. Louis, MO 63105
314-584-4084

Exhibit A

AMP 849-1

INTELLECTUAL PROPERTY AGREEMENT

It is recognized by the undersigned that by reason of being employed by AMP INCORPORATED (which together with any affiliated company is herein called "Company"), he or she may create or develop intellectual property (including inventions, ideas, discoveries, trade secrets and copyrightable works) resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or resulting from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company. In consideration of employment by the Company and of the special opportunities for advancement which may come from such creative work the undersigned hereby acknowledges the sufficiency of said consideration and assumes, and will carry on his or her employment under the following continuing obligations:

(1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.

(2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.

(3) The undersigned agrees to hold all such intellectual property as described in paragraphs (1) and (2), for the benefit of the Company and not to assign, nor to attempt to assign any rights therein to anyone else.

(4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in paragraphs (1) and (2) at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models, and copyrights, as well as formal assignments thereof.

(5) The Company will pay reasonable out of pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such intellectual property as described in paragraph (4) above.

(6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.

(7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas, or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.

(8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this Agreement on the date indicated below.

Signed John T. Lippert (Seal)

Name, printed John T. Lippert

Date 2-2-58

Witness Charlotte K. Lippert

WHITE - PATENT DIVISION COPY

CANARY - PERSONNEL COPY

PINK - EMPLOYEE COPY

Exhibit B

Jay Hoette

From: John Lippert [jtlsrat@gmail.com]
Sent: Tuesday, October 09, 2012 9:13 PM
To: Jay Hoette
Subject: RE: CS-01455 (958-5005) - Patent Documents for Signature with Final Draft Patent Application

Jay,
 I'm not going to sign without some compensation since I have no vested interest in this anymore. If that is not going to happen then proceed as you need to.
 John

From: Jay Hoette [mailto:jhoette@splglaw.com]
Sent: Wednesday, October 03, 2012 3:28 PM
To: jtlsrat@gmail.com
Subject: RE: CS-01455 (958-5005) - Patent Documents for Signature with Final Draft Patent Application

John,
 Following up on our conversation from last week, please let me know when you expect to have the signed paperwork sent back to me. I reattach the papers for your convenience. If you refuse to sign, please extend the courtesy of acknowledging such so I can take the necessary steps to file the appropriate paperwork with the Patent Office.

Thanks,
 Jay Hoette

From: Jay Hoette
Sent: Friday, September 21, 2012 9:07 AM
To: jtlsrat@gmail.com
Subject: RE: CS-01455 (958-5005) - Patent Documents for Signature with Final Draft Patent Application

John,
 Following up on our communication a few weeks ago, to date I have not received signed papers from you regarding the draft application. Can you please send the papers as soon as possible. We need to file them next week. Please let me know if you have any questions.

Thanks,
 Jay Hoette

From: Jay Hoette
Sent: Monday, August 27, 2012 2:01 PM
To: jtlsrat@gmail.com
Cc: Jay Hoette
Subject: CS-01455 (958-5005) - Patent Documents for Signature with Final Draft Patent Application

John,
 We attach a final draft patent application and formal drawings concerning the above-identified invention which we have prepared on behalf of our client, Tyco Electronics

10/26/2012

Corporation. Also attached are the Declaration and Power of Attorney and the Assignment documents we discussed.

Please review the spelling of your name and address in the attached documents and, if necessary, correct the electronic files before execution. Please sign and date the Assignment and Declaration and Power of Attorney documents (Note the documents are separately sent to your co-inventor Matt Schmitt so he will sign separately). **Upon execution of these documents, please email a signed PDF version to me or fax copies to 314-584-4061.**

Please mail the originals to this office (address listed below) via U.S. mail delivery at your earliest convenience.

As previously explained to you, a duty of disclosure rests upon each inventor, each attorney, and every other individual who is substantively involved in the preparation and prosecution of a patent application. Each of these individuals has a duty to disclose all material information of which he or she is aware to the Patent and Trademark Office in a timely manner, failing which any resulting patent might be found invalid. Please keep this duty in mind throughout prosecution of the present application.

If you have any questions, do not hesitate to call.

Jay J. Hoette

Small Patent Law Group
225 S. Meramec, Suite 725
St. Louis, MO 63105
Phone: 314-584-4084
Fax: 314-584-4061
Mobile: 314-283-0008

eMail: jhoette@splglaw.com
website: www.splglaw.com

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10/26/2012

PATENT
REEL: 030687 FRAME: 0795



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Commissioner for Patents
United States Patent and Trademark Office
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Alexandria, VA 22313-1450
www.uspto.gov

ROBERT J. KAPALKA
TYCO TECHNOLOGY RESOURCES
4550 NEW LINDEN HILL ROAD
SUITE 140
WILMINGTON DE 19808

MAILED
DEC 10 2012
OFFICE OF PETITIONS

In re Application of: :
Schmitt et al. :
Application No. 13/546723 : DECISION GRANTING
Filing or 371(c) Date: 07/11/2012 : PETITION UNDER
Attorney Docket Number: : 37 CFR 1.47
CS-01455 (958-5005) :

This Decision is in response to the petition under 37.CFR 1.47(a), filed October 26, 2012, to allow the other inventor(s) to proceed with the application on behalf of himself or herself and the non-signing inventor(s). See MPEP 409.03.

The petition is granted.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status.

Petitioner has shown that the non-signing inventor, John Timothy Lippert, refuses to join in the application.

As provided in Rule 1.47(a), this Office will forward notice of this application's filing to the non-signing inventor at the addresses given in the Petition. Notice of the filing of this application will also be published in the Official Gazette.

The application file is being referred to the Office of Patent Application Processing for continued processing of the application in the normal course of business.

Telephone inquiries related to this decision may be directed to the undersigned at (571) 272-3232.

/DLW/

Derek L. Woods
Attorney
Office of Petitions