

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3040826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FARHAD AFSHARI	11/11/2013
JAMES ALAN TRAX	11/12/2013
JASON ERIC BASTA	11/12/2013
DOEL COLLAZO	12/02/2013
ANTHONY JOHN FISHOVITZ	11/13/2013
RAYMOND PETER GUNDY II	11/12/2013
RECEIVING PARTY DATA	
Name:	EATON CORPORATION
Street Address:	1000 EATON BOULEVARD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44122
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14081042
CORRESPONDENCE DATA	
Fax Number:	(412)566-6099
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(412) 566-6038
Email:	ipmail@eckertseamans.com
Correspondent Name:	STEPHEN A. BUCCHIANERI
Address Line 1:	600 GRANT ST.
Address Line 2:	44TH FLOOR
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	12-ACB-717
NAME OF SUBMITTER:	STEPHEN A. BUCCHIANERI
SIGNATURE:	/STEPHEN A. BUCCHIANERI/
DATE SIGNED:	09/26/2014
Total Attachments: 9	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	:	Title:
FARHAD AFSHARI et al.	:	ARC BAFFLING DEVICE
Application No.: 14/081,042	:	Examiner: Renee S. Luebke
Filing Date: November 15, 2013	:	Group Art Unit: 2833
Attorney Docket No.: 12-ACB-717	:	Confirmation No.: 8067

TRANSMITTAL LETTER FOR PARTIALLY EXECUTED ASSIGNMENT

Mail Stop: Assignment Services Division
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313

Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

September 26, 2014

Sir:

Applicants hereby submit an assignment for recordation in the above-captioned application. The assignment document, however, lacks the signature of Inventor Farhad Afshari who, at the time the subject-matter of the application was conceived, as when the application was filed, was employed by Eaton Corporation (hereinafter "Eaton") and subject to the terms of the Agreement Concerning Employee Inventions and Confidential Information (a copy of which is submitted herewith). In accordance with such agreement, Farhad Afshari was obligated to execute any assignment related to all discoveries, inventions, improvements and expressions of ideas that were made or conceived, either solely or jointly with others, while in the employ of Eaton. About the time of filing of the application, an executed declaration was provided by Farhad Afshari (a copy of which is submitted herewith) but an executed assignment was not provided. Despite exhaustive attempts to obtain an executed assignment document from Farhad Afshari, none was ever provided by Farhad Afshari. As evidenced by the signatures of the five other named inventors (who were employed by Eaton), as well as by the signature of Farhad Afshari on the declaration document, the subject-matter of the application was derived while

Farhad Afshari was in the employ of Eaton, and thus Farhad Afshari was/is obligated to assign all right, title and interest in the present application to Eaton.

In view of the foregoing, Applicants respectfully request that the Office record the assignment for the above-captioned application. The Office may contact the undersigned for further information, if required.

Respectfully submitted,

/Stephen A. Bucchianeri/

Stephen A. Bucchianeri

Registration No. 54,928

Eckert Seamans Cherin & Mellott, LLC

600 Grant Street, 44th Floor

Pittsburgh, PA 15219

(412) 566-6038

Attorney for Applicant

Agreement Concerning Employee Inventions
And Confidential Information

EATON

In consideration of my employment, the continuation of my employment and/or other consideration I have received or will receive in connection with my employment by Eaton Corporation or any of its affiliates including subsidiaries or partnerships (collectively "Eaton") I hereby agree as follows:

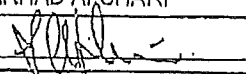
1. To promptly disclose to Eaton any and all discoveries, inventions, improvements and expressions of ideas that I may make or conceive, either solely or jointly with others, while in the employ of Eaton relating to any product, service, manufacturing process, equipment or business of Eaton or to any need or development of Eaton. Unless otherwise agreed in writing by Eaton, any expression of idea or original work of authorship fixed in any tangible form and prepared by me, either solely or jointly with others, during the period and within the scope of my employment with Eaton shall be deemed a "work made for hire" under the copyright laws and shall be owned by Eaton. I understand that any assignment or release of such work can be made only by Eaton. I will do everything necessary to enable Eaton to protect its rights in such work. All such discoveries, inventions, improvements and expressions of ideas shall be the property of Eaton. However, this agreement shall not apply to a discovery, invention, improvement or expression of idea for which no equipment, supplies, facility or trade secret information of Eaton was used and which was developed entirely on my own time and (1) which does not relate (a) to the business of Eaton or (b) to Eaton's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by me for Eaton.
2. To promptly execute applications, registrations, assignments and other papers relating to all such discoveries, inventions, improvements and expressions of ideas as may be desired by Eaton whether or not I am then in the employ of Eaton in order to secure, fully protect and preserve for Eaton all right, title and interest in such discoveries, inventions, improvements and expressions of ideas and to obtain Letters Patent or registrations therefor in the United States and all foreign countries; and I further agree to give testimony as to facts within my knowledge in connection with any such discoveries, inventions, improvements and expressions of ideas, or any litigation or controversy related thereto, it being understood that Eaton shall bear all reasonable expenses in connection with the foregoing. During the course of my employment, I will maintain records and render assistance as required by Eaton in connection with the objectives described in this clause.
3. To not disclose, misappropriate or use at any time either during or subsequent to my employment, except as required in my duties to Eaton, any confidential information of Eaton or information which has been entrusted to Eaton and which I have learned of in the course of my employment, whether or not developed by me. It is understood that "confidential information" means technical or business information that is not generally available to the public. Further, I agree not to disclose to Eaton or use on behalf of Eaton any confidential information of my former employer or any other party unless duly authorized.
4. To deliver to Eaton upon termination of my employment or at any other time upon the request of Eaton all property of Eaton including all written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment.

This agreement shall be legally binding upon my heirs, executors and administrators and may be transferred by Eaton to any of its successors and/or assigns.

Executed at: Indianapolis Location or Division No. 1121 Pittsburgh, PA
Name of Eaton Facility City and State
This 14 of July 1998 Employee Name: FARHAD A. ESHARI
Day Month Year Print or Type
Hire Date: 6/22/98 Employee Signature: [Signature]
Witness Name: [Signature] Witness Signature: [Signature]
Print or Type

Legend: White Original General Patent Counsel
Canary Duplicate Eaton Division
Pink Duplicate Employee

DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN
APPLICATION DATA SHEET (37 CFR 1.76)

Title of Invention	ARC BAFFLING DEVICE		
As the below named inventor, I hereby declare that:			
This declaration is directed to: <input checked="" type="checkbox"/> The attached application, or			
<input type="checkbox"/> United States application or PCT International application number _____ filed on _____			
The above-identified application was made or authorized to be made by me.			
I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.			
I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
WARNING:			
Patitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Patitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.			
LEGAL NAME OF INVENTOR			
Inventor: FARHAD AFSHARI		Date (Optional): 11/11/2013	
Signature: 			
Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.			

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

WHEREAS, We, **FARHAD AFSHARI; JAMES ALAN TRAX; JASON ERIC BASTA; DOEL COLLAZO; ANTHONY JOHN FISHOVITZ;** and **RAYMOND PETER GUNDY**, of 1204 Colonial Place, Sewickley, in the County of Allegheny, Commonwealth of Pennsylvania 15143; of 122 Persian Drive, Oakdale, in the County of Allegheny, Commonwealth of Pennsylvania 15071; of 1002 Raymond Drive, Oakdale, in the County of Allegheny, Commonwealth of Pennsylvania ¹⁵⁰⁷¹~~15143~~; of 102 Windridge Circle, McDonald, in the County of Allegheny, Commonwealth of Pennsylvania 15057; of 227 Brewer Road, Freedom, in the County of Beaver, Commonwealth of Pennsylvania 15042; and of 2550 Evergreen Drive, Indiana, in the County of Indiana, Commonwealth of Pennsylvania 15701, respectively, have invented certain improvements in: **ARC BAFFLING DEVICE**, for which we are about to make application for Letters Patent of the United States; and

WHEREAS, **EATON CORPORATION**, a corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 1000 Eaton Boulevard, Cleveland, Ohio 44122, is desirous of acquiring an interest therein;

NOW, THEREFORE, for and in consideration of continued employment and/or other undertakings and/or other good and valuable consideration, receipt of which is hereby acknowledged, we, **FARHAD AFSHARI; JAMES ALAN TRAX; JASON ERIC BASTA; DOEL COLLAZO; ANTHONY JOHN FISHOVITZ;** and **RAYMOND PETER GUNDY**, by these presents do sell, assign, and transfer unto said **EATON CORPORATION**, its successors and assigns, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by us on the ____ day of _____, 2013; the 12 day of Nov, 2013; the 12 day of Nov., 2013; the 2 day of Dec, 2013; the 13 day of Nov, 2013; and the 12 day of Nov, 2013 (and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and Serial No. of the said application, as soon as it is known, Serial No. 14/081,042, Filed 11/15/2013, preparatory to obtaining Letters Patent of the United States therefor); said invention, all applications for Letters Patent and all Letters Patent therefor, to be held and enjoyed

litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of our assignee without further or other compensation than that above set forth; and we hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent to **EATON CORPORATION**, as assignee thereof.

[see attached Transmittal Letter for Partially Executed Assignment and related documents]

FARHAD AFSHARI

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

On this _____ day of _____, 2014, before me personally appeared **FARHAD AFSHARI**, to me personally known as the individual who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

My Commission Expires: _____

(SEAL)

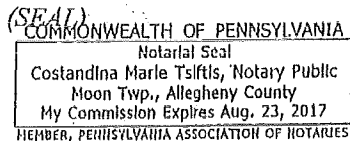
James Alan Trax
JAMES ALAN TRAX

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 13th day of NOV., 2013, before me personally appeared **JAMES ALAN TRAX**, to me personally known as the individual who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Costandina Marie Sojter
Notary Public

My Commission Expires: 8/23/2017



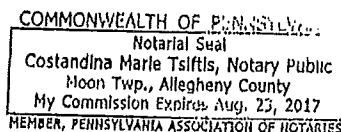
Jason E. Basta
JASON ERIC BASTA

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 12th day of NOV., 2013, before me personally appeared JASON ERIC BASTA, to me personally known as the individual who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Costandina Marie Szygler
Notary Public

My Commission Expires: 8-23-2017



- 3 of 5 -

Doel Collazo
DOEL COLLAZO

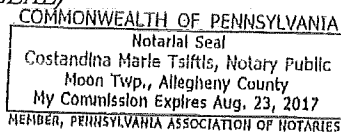
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 8th day of Dec., 2013, before me personally appeared DOEL
COLLAZO, to me personally known as the individual who executed the foregoing instrument and
who acknowledged to me that he executed the same of his own free will for the purposes therein set
forth.

Costandina Marie Tsiftis
Notary Public

My Commission Expires: 8-23-2017

(SEAL)



Anthony John Fishovitz
ANTHONY JOHN FISHOVITZ

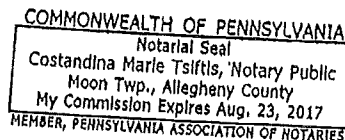
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 13th day of Nov., 2013, before me personally appeared ANTHONY
JOHN FISHOVITZ, to me personally known as the individual who executed the foregoing
instrument and who acknowledged to me that he executed the same of his own free will for the
purposes therein set forth.

Costandina Marie Tsiftis
Notary Public

My Commission Expires: 8-23-2017

(SEAL)



RAYMOND PETER GUNDY II

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 12th day of NOV., 2013, before me personally appeared **RAYMOND PETER GUNDY**, to me personally known as the individual who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

My Commission Expires: 8-23-2017

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Costandina Marie Tsiftis, Notary Public
Moon Twp., Allegheny County
My Commission Expires Aug. 23, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES