

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3777694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOWARD AUSTERLITZ	06/12/2015
RECEIVING PARTY DATA	
Name:	PARKER-HANNIFIN CORPORATION
Street Address:	6035 PARKLAND BOULEVARD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44124
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15063817
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	PA66IP0044USB
NAME OF SUBMITTER:	KENNETH W. FAFRAK
SIGNATURE:	/Kenneth W. Fafrak/
DATE SIGNED:	03/10/2016
Total Attachments: 3	
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source=PA66IP0044USB-ASN_DECL-Signed-FINAL-recorded#page2.tif	
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Docket No. PA56IP0044USB

PATENT (PARKER)

COMBINED DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN PATENT APPLICATION

Title of Invention: PASSIVE OPTICAL CIRCUIT BREAKER

As a below named inventor, I hereby declare that this declaration and assignment are directed to:

Application No. (Express Mail Label No.)	
Filing Date (Deposit Date)	
Amended on (if applicable)	

or, if no application is identified above, the attached application.

DECLARATION

The above application was made or authorized to be made by me.

I believe that I am the original or an original joint inventor of a claimed invention in the application.

My residence, mailing address and citizenship are as stated below next to my name.

I have reviewed and understood the contents of the application, including the claims.

I hereby acknowledge that any willful false statement made in this declaration is punishable under Section 1001 of Title 18 of the United States Code by fine or imprisonment of not more than five (5) years, or both.

DOMESTIC PRIORITY CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S) UNDER 35 U.S.C. 120

I hereby claim, on my behalf or on behalf of the below-identified assignee, i.e. Parker, the benefit under 35 U.S.C. § 120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose material information as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. APPLICATION NUMBER	DATE OF FILING (day, month, year)	PATENT NUMBER

CLAIM FOR BENEFIT OF EARLIER U.S. PROVISIONAL APPLICATION(S) UNDER 35 U.S.C. 119(e)

I hereby claim, on my behalf or on behalf of the below-identified assignee, i.e. Parker, the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) that is/are listed below.

U.S. PROVISIONAL APPLICATION NUMBER	DATE OF FILING (day, month, year)
62/170,808	4 June 2015
62/131,449	11 March 2015

FOREIGN PRIORITY CLAIM

I hereby claim, on my behalf or on behalf of the below-identified assignee, i.e. Parker, priority benefits under 35 U.S.C. § 119 (a)-(d) or (f), § 172 or § 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or § 365(a) of any PCT international application(s) which designated at least one country other than the United States of America, that is/are listed below, and have also

identified below any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s) or any PCT international application(s) having a filing date before that of the application(s) on which priority is claimed.

COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY NOT CLAIMED

DUTY OF DISCLOSURE

I hereby acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. § 1.56, which in pertinent part states that information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and (1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or (2) it refutes, or is inconsistent with, a position the applicant takes in: (i) opposing an argument of unpatentability relied on by the Office, or (ii) asserting an argument of patentability. A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, I have sold and assigned and hereby sell and assign to **Parker-Hannifin Corporation** ("Parker"), a company having a place of business at 6035 Parkland Boulevard Cleveland, Ohio 44124-4141, its successors and assigns, the entire right, title and interest to (i) said invention, (ii) said application, (iii) any and all provisional applications on which priority is claimed, any and all related patent applications in the United States or a country foreign thereto, including continuations, continuations-in-part, divisionals, renewals, conversions, substitutes, reexaminations, reissues, conversion, international (PCT) and other applications based in whole or in part upon said invention or upon said applications, (iv) any and all patents, including renewals, reissues, certificates of reexamination and extensions thereof granted for said invention or upon said applications, for the full term or terms for which the same may be granted, and (v) all priority rights that are or may be predicated upon or arise from said invention, said applications and said patents.

If the U.S. application number and filing date are not set forth above, authorization is hereby given for any attorney of record in the subject patent application to insert below the application number and filing date information for this application when that information becomes available.

Application No.	15/063,817
Filing Date	March 8, 2016

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

I authorize Parker to file in my own name or in its own name applications for patent in any country that are predicated upon or arise from said invention, said applications and said patents.

I appoint Parker as my common representative to represent me before all competent international authorities in connection with any international application predicated upon or arising from said invention, said applications and said patents.

I further covenant that Parker will, upon request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to me and will testify as to the same in any proceeding related thereto and will promptly execute and deliver to Parker, or the legal representative thereof, any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

I agree to perform all affirmative acts which may be necessary to obtain a grant of a valid U.S. patent and any foreign patents to Parker and to vest all rights hereby conveyed to Parker as fully and entirely as the same would have been held by me if this Assignment had not been made.

I agree that this assignment shall be construed in accordance with the law of the state/country in which the first above-listed Assignee is located as above indicated, and without regard to its conflicts of laws provisions.

Legal Name of Inventor:	Howard AUSTERLITZ		
Inventor's signature:	<i>Howard Austerlitz</i>	Date:	June 12, 2015
Residence: (City & State/Country):	Stony Brook, NY	Citizenship:	US
Post Office Address:	12 Skylark Lane Stony Brook, NY 11790		