

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5256848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
COOPER WIRING DEVICES, INC.	12/31/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	EATON INTELLIGENT POWER LIMITED
<b>Street Address:</b>	30 PEMBROKE ROAD
<b>City:</b>	DUBLIN 4
<b>State/Country:</b>	IRELAND

**PROPERTY NUMBERS Total: 31**

Property Type	Number
Patent Number:	6433555
Patent Number:	6515564
Patent Number:	6525541
Patent Number:	6815625
Patent Number:	6829124
Patent Number:	D503929
Patent Number:	D504668
Patent Number:	6891117
Patent Number:	D505394
Patent Number:	D505395
Patent Number:	6949995
Patent Number:	D511503
Patent Number:	D511751
Patent Number:	D512021
Patent Number:	D512377
Patent Number:	6979777
Patent Number:	6980122
Patent Number:	6987449
Patent Number:	7012518
Patent Number:	D517010
Patent Number:	D517024

PATENT

Property Type	Number
Patent Number:	D521932
Patent Number:	D531121
Patent Number:	D535628
Patent Number:	D535951
Patent Number:	D536305
Patent Number:	D537413
Patent Number:	D542237
Patent Number:	D558676
Patent Number:	7411489
Patent Number:	D535256

**CORRESPONDENCE DATA**

**Fax Number:** (703)273-7684

*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.*

**Phone:** 703-273-7680

**Email:** rshapiro@sasiplaw.com

**Correspondent Name:** RONALD E. SHAPIRO

**Address Line 1:** 11350 RANDOM HILLS ROAD, SUITE 740

**Address Line 4:** FAIRFAX, VIRGINIA 22030

<b>ATTORNEY DOCKET NUMBER:</b>	CH057
<b>NAME OF SUBMITTER:</b>	RONALD E. SHAPIRO
<b>SIGNATURE:</b>	/Ronald E. Shapiro/
<b>DATE SIGNED:</b>	11/29/2018

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is entered into as of this 31st day of December 2017 between

- (1) **Cooper Wiring Devices, Inc.**, a New York corporation having its registered office at C T Corporation System, 111 Eighth Avenue, New York, NY 10011, registration number 15096 (the “**Assignor**”), and
- (2) **Eaton Intelligent Power Limited**, an Irish limited company having its registered office at 30 Pembroke Road, Dublin 4, Ireland, registration number 523985 (the “**Assignee**”)

### BACKGROUND

- (A) The Assignor is the owner of certain Intellectual Property used or held for use in the development and manufacture of Products.
- (B) The Assignee desires to acquire such Intellectual Property from the Assignor and thereafter intends to develop, enhance, maintain, protect and exploit such Intellectual Property.
- (C) The Assignor has agreed to assign the Acquired Intellectual Property to the Assignee, and the Assignee has agreed to acquire the Acquired Intellectual Property, on the terms set out in this Agreement.

### THE PARTIES THEREFORE AGREE AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

“**Acquired Intellectual Property**” means all Intellectual Property owned by the Assignor that is used or held for use, in whole or in part, in the manufacture or offering for sale of any Product, including the Scheduled Patents, but excluding all Excluded Intellectual Property;

“**Copyrights**” means all copyrights (registered or unregistered), writings and other works in which copyright subsists, moral rights and all other rights corresponding thereto in work of authorship, and all registrations and applications for registration thereof anywhere in the world;

“**Domain Names**” means all rights in World Wide Web addresses and domain names and all registrations and applications for registration thereof anywhere in the world;

“**Eaton Business System**” means the management tools, processes and measures used by the Assignor and its affiliates in the conduct of their operations;

“**Effective Time**” means the close of business on 31 December 2017;

“**Encumbrance**” means any lien, encumbrance, charge or other security interest;

**“Excluded Intellectual Property”** means (i) all Trademarks; (ii) all Domain Names; (iii) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in production processes; (iv) all Intellectual Property (other than Intellectual Property included in the Eaton Business System) used or held for use in whole or in part in marketing, sales, service or distribution processes; (v) all Intellectual Property used or held for use exclusively to provide Services; and (vi) all Intellectual Property comprising the Eaton Business System;

**“Intellectual Property”** means (i) Patents; (ii) Trademarks; (iii) Copyrights; (iv) Know-How; (v) Software; (vi) Domain Names; and (vii) all other intellectual and industrial property and rights of a similar or corresponding nature anywhere in the world, whether registered or not or capable of registration or not, and including all applications for, and continuations, re-filings, re-issues and extensions of any of the foregoing rights;

**“Know-How”** means all know-how, inventions, discoveries, ideas, processes, formulae, designs, drawings, models, trade secrets, proprietary information, and confidential information, in any form (including paper, electronically stored data, magnetic media, film and microfilm), whether patentable or not, including technical information, drawings, test results or reports, testing procedures, and instruction and training manuals;

**“Note”** has the meaning set out in Schedule 2;

**“Party”** means a party to this Agreement;

**“Patents”** means all utility patents, utility models, design patents, industrial designs and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations in part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including invention disclosures;

**“Permitted Encumbrances”** means Encumbrances for taxes, assessments or governmental or other similar charges or levies that are not yet due and payable or that, although due and payable, are being contested in good faith;

**“Proceeding”** means any suit, action or other proceeding;

**“Product”** means any product offering of the Assignor or any of its affiliates other than Services;

**“Purchase Price”** has the meaning set out in clause 4.1;

**“Scheduled Patents”** means the Patents listed on Schedule 1 to this Agreement;

**“Services”** means the performance of maintenance or repair services as a follow on to a sale of a Product;

**“Software”** means all computer software programs (including object code and source code), whether embodied in firmware, software or otherwise;

**“Trademarks”** means all registered trademarks, registered service marks, logos, get-up, trade dress, common law trademarks, common law service marks, business names, trade

names, corporate or company names, and all registrations and applications for registration thereof anywhere in the world and all goodwill associated therewith anywhere in the world; and

“**Transfer Tax**” means any value added tax, transfer, stamp or sales tax or duty or other similar tax, charge or duty due or payable as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

- 1.2 Except as otherwise provided, any references in this Agreement to clauses, schedules and/or parties are references to the clauses, schedules and/or parties to this Agreement.
- 1.3 Where applicable references to the singular shall include the plural and vice versa and reference to any gender shall include other genders.
- 1.4 The division of this Agreement to clauses and sub-clauses, and the headings used in this Agreement, are for convenience only, and shall not affect the interpretation of this Agreement.
- 1.5 In this Agreement, unless otherwise specified, any reference to a document is a reference to the document as from time to time supplemented, modified or amended.
- 1.6 A waiver by either Party of any breach by the other Party of any other terms, provisions or conditions of this Agreement or the acquiescence of such Party and any act (whether by commission or omission) that but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.
- 1.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other agreement or agreements or any rights or obligations thereunder save only insofar as the express provision requires to the contrary.
- 1.8 This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, undertakings, understandings, arrangements, agreements, side letters or heads of agreement between the Parties concerning the same, which are hereby revoked by mutual consent of the Parties.
- 1.9 In this Agreement, any phrase introduced by the words *include, including, includes* and *such as* are to be construed as illustrative, and shall not limit the sense of the words preceding those words.
- 1.10 In this Agreement, unless otherwise specified, any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted, or both, from time to time, and to any subordinate legislation made under it.
- 1.11 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification(s) as may be necessary to

make it valid. The Parties agree, in the circumstances referred to in this clause 1.11 to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

- 1.12 This Agreement may be executed in any number of counterparts and by exchange of pdfs, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

## 2. ASSIGNMENT

2.1 With effect as of the Effective Time, the Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Acquired Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances.

2.2 In the event that any or all of the Assignor's rights, title or interest in and to any of the Acquired Intellectual Property are deemed not to vest in the Assignee as of the Effective Time for any reason whatsoever, the Assignor shall, and hereby does, to the extent permitted by law, irrevocably assign, transfer and convey to the Assignee or its designee all such rights, title and interest in and to all of the Acquired Intellectual Property, including all economic rights and moral rights of authorship, and the Assignee hereby accepts such assignment. To the extent permitted by law, the Assignor hereby waives all of its personal rights, or at a minimum agrees that it will not invoke its personal rights with respect to any Acquired Intellectual Property. If as a matter of law any Acquired Intellectual Property is not assignable by the Assignor to the Assignee, the Assignor shall, and hereby does, to the extent permitted by law, grant to the Assignee or its designee an exclusive, unrestricted, irrevocable, worldwide, perpetual, royalty-free license to all such rights.

2.3 In the event that the Assignee requires any additional details of the Acquired Intellectual Property, the Assignor shall furnish the Assignee with such particulars as are reasonably requested by the Assignee.

## 3. RIGHTS OF ACTION

3.1 The Assignor confirms that the assignment of the Acquired Intellectual Property made under clause 2 is made with all rights and powers arising or accrued from the Acquired Intellectual Property, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.

3.2 The Assignor confirms that the assignment of the Patents comprised within the Acquired Intellectual Property is made with:

- (a) all rights and powers arising or accrued from such Patents, including the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements of such rights or other acts within the scope of the claims of any of such Patents or accompanying any of the applications for such Patents; and

- (b) the right to apply for, prosecute and obtain patent or similar protection anywhere in the world in respect of any of the inventions claimed in any of the Patents including the right to claim priority therefrom.

4. **CONSIDERATION**

- 4.1 The purchase price to be paid by the Assignee for the assignment of the Acquired Intellectual Property is set forth on Schedule 2 (the “**Purchase Price**”), which shall be paid in the manner set forth on Schedule 2.
- 4.2 The Purchase Price is exclusive of any Transfer Tax properly chargeable thereon. Each Party shall be responsible for and shall timely pay any Transfer Tax that is required to be paid by such Party under applicable law in connection with the transactions contemplated by this Agreement.

5. **WARRANTIES BY THE ASSIGNOR**

- 5.1 The Assignor warrants to the Assignee as follows:
  - (a) the Assignor has been duly established and is validly existing under the laws of the jurisdiction of its formation;
  - (b) the Assignor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
  - (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignor, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignor applied for, with respect to any property or other assets of the Assignor and, to the knowledge of the Assignor, no circumstance exists in respect of the Assignor that would justify the avoidance of this Agreement under applicable insolvency law;
  - (d) there is no Proceeding pending or threatened against or affecting the Assignor before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the consummation of transactions contemplated hereby;
  - (e) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms; and
  - (f) except as has been disclosed to the Assignee prior to the date hereof,
    - (i) the Assignor is the legal and beneficial owner of the Acquired Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances;
    - (ii) none of the Acquired Intellectual Property is involved in any current, pending, or threatened Proceeding, interference, reissue, re-examination, inter partes review, opposition or cancellation proceeding, nor has it been in the last six years;

- (iii) to the knowledge of the Assignor, the Acquired Intellectual Property is in effect and subsisting;
- (iv) all maintenance or other fees relating to the Acquired Intellectual Property due and payable on or before the Effective Time have been paid in full;
- (v) the Assignor has not received any written notice or, to the knowledge of the Assignor, any other notice asserting that any such infringement or misappropriation has occurred or disputing the right of the Assignor to use the Acquired Intellectual Property; and
- (vi) no Proceeding is pending or, to the knowledge of the Assignor, threatened involving the Acquired Intellectual Property that challenges the validity, enforceability, ownership, use or licensing thereof.

5.2 EXCEPT AS SET OUT IN THIS AGREEMENT, THE ACQUIRED INTELLECTUAL PROPERTY IS ASSIGNED "AS IS" AND ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON OR CIVIL LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 6. WARRANTIES BY THE ASSIGNEE

6.1 The Assignee warrants to the Assignor as follows:

- (a) the Assignee has been duly established and is validly existing under the laws of the jurisdiction of its formation;
- (b) the Assignee has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Note and to consummate the transactions contemplated hereby and thereby;
- (c) no bankruptcy, insolvency or judicial composition Proceedings have been commenced or, to the knowledge of the Assignee, applied for, nor are any enforcement measures pending or, to the knowledge of the Assignee applied for, with respect to any property or other assets of the Assignee and, to the knowledge of the Assignee, no circumstance exists in respect of the Assignee that would justify the avoidance of this Agreement or the Note under applicable insolvency law;
- (d) there is no Proceeding pending or threatened against or affecting the Assignee before any court, arbitrator, governmental authority, agency or official that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the execution of this Agreement or the Note or the consummation of transactions contemplated hereby or thereby; and
- (e) this Agreement and the Note constitute the legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms.



7. **MISCELLANEOUS**

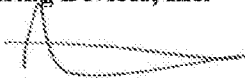
- 7.1 The Assignor shall upon request and for no additional consideration do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Acquired Intellectual Property or any part thereof in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title. Without limiting the generality of the foregoing, the Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any Proceeding that may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.
- 7.2 The Assignor shall be responsible for registering the transfers of the Acquired Intellectual Property with the applicable patent, copyright or other offices and for paying all costs and fees associated with such registrations.
- 7.3 To the extent an additional version is or is required to be prepared in a language other than English, the English language version of this Agreement is the official and controlling text for all purposes.
- 7.4 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland without giving effect to its rules on conflicts of law.
- 7.5 Each of the Parties irrevocably agrees that the courts of Ireland (excluding Northern Ireland) are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any Proceeding arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland. Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in this clause 7.5 on the grounds of venue or on the grounds of *forum non conveniens*.

**IN WITNESS OF WHICH, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE UNDERSIGNED SIGNATORIES ON BEHALF OF THE PARTIES AS OF THE DATE FIRST ABOVE WRITTEN.**

*(Signature page follows.)*

**SIGNED FOR AND ON BEHALF OF**

**Cooper Wiring Devices, Inc.**



By \_\_\_\_\_

Name: Elizabeth Wright

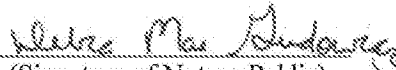
Title: Vice President and Secretary

State of Ohio

County of Cuyahoga

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2017 by

Elizabeth Wright

  
(Signature of Notary Public)

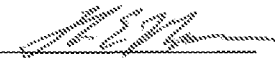
(Seal)


**DEBRA MAE GUDOWICZ**  
NOTARY PUBLIC - STATE OF OHIO  
Recorded in Lake County  
Volume 107, Page 317  
My commission expires Aug. 25, 2018

[Signature page to Intellectual Property Assignment Agreement]

SIGNED FOR AND ON BEHALF OF

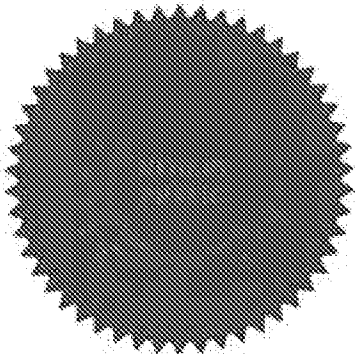
Eaton Intelligent Power Limited

By   
Name: Thomas E. Moran  
Title: Director

  
GRAHAM C. RICHARDS  
Notary Public for the City and  
County of Dublin and the  
County of Wicklow, Kildare  
and Meath, IRELAND.  
Commissioned for Life

TO WHOM ALL THESE PRESENTS SHALL COME I GRAHAM C. RICHARDS Notary Public duly authorised, admitted, sworn and practising at 70 Sir John Rogerson's Quay in the City and County of Dublin DO HEREBY CERTIFY AND ATTEST THAT the attached is an Original Intellectual Property Assignment Agreement dated 31st December 2017 between Cooper Wiring Devices, Inc. of CT Corporation System 111 Eight Avenue New York NY 10011 (Assignor) and Eaton Intelligent Power Limited of Eaton House 30 Pembroke Road Dublin 4 Ireland (Assignee) which has been signed on its behalf by Thomas E Moran Director (signed by me by way of identification).

IN FAITH AND TESTIMONY whereof I have set my hand and affixed my seal of office.



Dated at 70 Sir John Rogerson's Quay in the City and County of Dublin in Ireland on *31<sup>st</sup>* day of *December* in the Year Two Thousand and Seventeen

*Graham Richards*

GRAHAM C. RICHARDS

Notary Public for the City and County of Dublin and the Counties of Wicklow, Kildare and Meath, Ireland  
Commissioned for Life

**SCHEDULE 1: SCHEDULED PATENTS**

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Title
015015	US	09/717380	11/22/2000	6525541	02/25/2003	ELECTRICAL CIRCUIT INTERRUPTER WITH FAIL SAFE MODE AND METHOD
025016	US	09/876156	06/08/2001	6829124	12/07/2004	GROUND FAULT CIRCUIT INTERRUPTER WITH FUNCTIONALITY FOR RESET
026746	US	10/729142	12/04/2003	6979777	12/27/2005	WHILE IN USE WEATHERPROOF COVERS
026859DES	US	29/180531	04/26/2003	D503929	04/12/2005	DIMMER CONTROL SYSTEM
026891DES	US	29/193478	11/10/2003	D505394	05/24/2005	ELECTRICAL SWITCH AND DIMMER
026891DES	US	29/243095	11/18/2005	D535628	01/23/2007	ELECTRICAL DIMMER SWITCH AND COVER PLATE
026891DES	US	29/215092	10/13/2004	D505395	05/24/2005	ELECTRICAL SWITCH
026891DES	US	29/221556	01/18/2005	D511503	11/15/2005	ELECTRICAL SWITCH AND COVER PLATE
026891DES	US	29/221844	01/18/2005	D517024	03/14/2006	ELECTRICAL DIMMER SWITCH AND COVER PLATE
026891DES	US	29/242700	11/14/2005	D542237	05/08/2007	SURFACE PORTION OF AN ELECTRICAL SWITCH
026892	US	10/704061	11/07/2003	6891117	05/10/2005	MODULAR BLOCK DECORATOR SWITCH ASSEMBLY
026921DES	US	29/193479	11/10/2003	D504668	05/03/2005	DIMMER CONTROL SWITCH
026921DES	US	29/243094	11/18/2005	D535951	01/30/2007	DIMMER CONTROL SWITCH AND COVER PLATE
026921DES	US	29/221627	01/19/2005	D511751	11/22/2005	DIMMER CONTROL SWITCH AND COVER PLATE
026922DES	US	29/193494	11/10/2003	D512021	11/29/2005	GROUND FAULT INTERRUPTERS
026922DES	US	29/243098	11/18/2005	D531121	10/31/2006	GROUND FAULT INTERRUPTER
026922DES	US	29/230947	05/26/2005	D521932	05/30/2006	GROUND FAULT INTERRUPTERS
026922DES	US	29/260158	05/19/2006	D536305	02/06/2007	PORTION OF GROUND FAULT INTERRUPTERS

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Title
026922DES	US	29/260159	05/19/2006	D537413	02/27/2007	PORTION OF GROUND FAULT INTERRUPTERS
026923DES	US	29/193480	11/10/2003	D512377	12/06/2005	DECORATOR RECEPTACLES
026923DES	US	29/243099	11/18/2005	D558676	01/01/2008	DECORATOR RECEPTACLES
026923DES	US	29/243100	11/18/2005	D535256	01/16/2007	DECORATOR RECEPTACLES
026923DES	US	29/231901	06/11/2005	D517010	03/14/2006	DECORATOR RECEPTACLES
026967	US	10/703335	11/07/2003	7012518	03/14/2006	DIMMER CONTROL SYSTEM WITH TWO-WAY MASTER-REMOTE COMMUNICATION
026969	US	10/703686	11/07/2003	6815625	11/09/2004	DIMMER CONTROL SWITCH UNIT
5009	US	09/251427	02/17/1999	6515564	02/04/2003	ELECTRICAL CIRCUIT INTERRUPTER
5009DIV	US	10/340795	01/13/2003	6949995	09/27/2005	ELECTRICAL CIRCUIT INTERRUPTER
5013	US	09/506100	02/17/2000	6433555	08/13/2002	ELECTRICAL CIRCUIT INTERRUPTER
026968	US	10/703338	11/07/2003	6987449	01/17/2006	DIMMER CONTROL SYSTEM WITH TANDEM POWER SUPPLIES
026968DIV	US	11/113490	04/25/2005	6980122	12/27/2005	DIMMER CONTROL SYSTEM WITH TANDEM POWER SUPPLIES
027499	US	11/174716	07/01/2005	7411489	08/12/2008	SELF-ADJUSTING DUAL TECHNOLOGY OCCUPANCY SENSOR SYSTEM AND METHOD
027502	US	10/254042	09/24/2002	6841945	01/11/2005	LIGHTING CONTROL SYSTEM AND METHOD

PATENT