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Attorney-Docket No. D-4757

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	08-07-19	98	OFFICE	
To the Honorable Commiss documents or copy thereon	10078773	- In 1981 1981	record the attached original	
Name of conveying part  RICHARD A. SMIETANSKI	y(ies):	2. Name and address of receiving party(ies):		
		Transporta Law Office 455 N. Cit Chicago, I	s-13 yfront Plaza Drive L 60611-5594	
Additional name(s) of o		1	name(s) & address(es)  Yes X No	
3. Nature of conveyance:				
	Merger			
☐ Security ☐ Agreement	Change of Name			
Execution Date: June 30	, 1998			
4. Application number(s)	or patent number(s):	a new applicat	ion, the	
	application is:			
B. Patent No.(s)	05/105/450			
	Additional numbers a	ttached? 🏻 Yes	⊠ No	
5. Name and address of pa whom correspondence co- document should be mai	ncerning		er of applications s involved: [1]	
Dennis K. Sullivan Navistar International		7. Total fee	(37 CFR 3.41) \$40.00	
Transportation Corp.  Law Offices - 13	Postana	□ Enclosed	đ	
455 N. Cityfront Plaza Chicago, IL 60611-559		Authori deposit	ized to be changed to account	
08/06/1998 DNGUYEN 00000148 140603 09109	456	8. Deposit account number:  14-0603		
01 FC:581 +0.00 Ch		(Attach dupli	.cate copy of this page if paying ecount;	
9. Statement and signatur To the best of my know true and correct and a document.  Monique Tk. Chan Name of Person Signing	ledge and belief, the f ny attached copy is a t	rue copy of the	nation is coriginal .998_ Date	
Total number of pages inc		achments, and d	locument [ 3 ]	

## **ASSIGNMENT**

WHEREAS, Richard A. Smietanski, residing at 16625 W. 140th Street, Lockport, Illinois 60441,

(hereinafter referred to as ASSIGNOR) has invented certain new and useful improvements in NAVISTAR Docket No. D-4757, entitled:

## INTEGRATION OF AN ENGINE LUBRICATION SYSTEM WITH AN ENGINE FUEL SYSTEM

for which he is about to make application for Letters Patent in the United States, said application having a Declaration and Power of Attorney executed by ASSIGNOR on the 36 day of
or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 27/29-40 filed, and

WHEREAS, NAVISTAR INTERNATIONAL TRANSPORTATION CORP., a corporation existing under the laws of the State of Delaware, (hereinafter referred to as NAVISTAR) having its principal place of business at 455 North Cityfront Plaza Drive, Chicago, Illinois 60611, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention or inventions, and any Letters Patent granted hereon by the United States of America and any foreign country:

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration received by ASSIGNOR from NAVISTAR, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby sell, assign, and transfer to NAVISTAR said invention or inventions, said application, divisional applications thereof, continuation applications thereof and any and all Letters Patent of the United States and any foreign country which may be granted therefor, and any reissue or reissues, or extension or extensions thereof, together with the right to file applications in, and to acquire Letters Patent in, all countries foreign to the United States in the name of NAVISTAR or as it may direct, and to claim for such foreign applications and Letters Patent the priority date of filing of the said International or United States application under the provisions of the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or the European Patent Convention in the countries in which it applies.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or inventions or resulting from said application, or any division or divisions or continuations thereof to NAVISTAR as assignee of the entire interest.

ASSIGNOR hereby authorizes NAVISTAR to insert the dates of execution of said application.

ASSIGNOR does hereby covenant that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

PATENT Page 1 of 2
REEL: 9363 FRAME: 0034

ASSIGNOR further covenants that he will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or inventions, or any Letters Patent that may be granted therefor in any country in NAVISTAR, and that if NAVISTAR desires to secure a division, reissue, reexamination, or renewal of any such Letters Patent, that a disclaimer relating thereto should be filed, or make application for a corresponding patent in any foreign country, that he will, upon request, sign all papers, make all rightful oaths, and does all lawful acts requisite for the application for such division, reissue, reexamination, or extension and the procuring thereof, or for the filing of such disclaimer or foreign patent application without further compensation, but at the expense of NAVISTAR.

ASSIGNOR does further covenant and agree that he will, at any time, upon request, communicate to NAVISTAR any facts relating to said invention or inventions and Letters Patent, or the history thereof known to them, and testify as to the same in interferences or other litigation when requested so to do.

This assignment shall inure to the benefit of NAVISTAR, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs and legal representatives.

IN WITNESS WHEREOF, he has executed this instrument.

Charles Edwards this 30th day of June, 1998

State of Goods )

State of Goods )

State of Goods )

On this 30 day of June 1998, before me personally came Richard A. Smietanski, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

B. Katherine Harden Notary Public

"OFFICIA: SEAL" B. KATHERINE HARDEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/26/99