

09-03-1998

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PATENTS ONLY

Case No. 9237/22 (CASE Dkt. No. 12588)

Please return the attached original document or copy thereof.

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1. Name of Party(ies) conveying an interest:

DERRYN W. PIKESH
LAWRENCE M. SOBOL

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of Party(ies) receiving an interest:

Name: CASE CORPORATION
Internal Address:
Street Address: 700 STATE STREET
City: RACINE
State/Zip: WISCONSIN, 53404

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☒ Assignment☐ Change of Name

Other:

☐ Security Agreement☐ Merger

Execution Date: JULY 23, 1998 and JULY 28, 1998

4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☒ No

If this document is being filed together with a new application, the execution date of the application is:

Date

A. Patent Application No.(s)

09/027,315

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account No. 23-19258. ☒ Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

FRANK C. NICHOLAS. (33.983)
Name of Person Signing
SignatureAUGUST 26, 1998
Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT AND AGREEMENT

WHEREAS, Derryn W. Pikes of 3416 E. Kimberly Road/#89, Davenport, Iowa 52807, and **Lawrence M. Sobol** of 40 South Adams Street, Hinsdale, Illinois 60521, (hereinafter referred to singly and collectively as "ASSIGNOR") have jointly invented a certain invention entitled **AIR CLEANING SYSTEM FOR VEHICLE COOLING SYSTEM AND ENGINE AND CAB** (Atty. Dkt. No. 9237-22) for which an application for United States Letters Patent was filed on February 20, 1998 as Application No. 09/027,315; and

WHEREAS, Case Corporation, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 700 State Street, Racine, Wisconsin 53404 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BRINKS HOFER GILSON & LIONE** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BRINKS HOFER GILSON & LIONE** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 23 day of July, 19 98.



Derryn W. Pikes

STATE OF

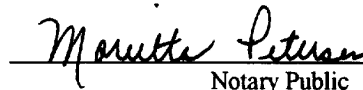
)

) ss.

COUNTY OF

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On this 23 day of July, 19 98, before me, a notary public in and for said county, appeared **Derryn W. Pikes** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



Notary Public

(SEAL)



My Commission Expires: Dec. 4, 2001

Executed this 28 day of July, 19 98.

Lawrence M. Sobol

Lawrence M. Sobol

STATE OF)
COUNTY OF) ss.
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On this 28 day of July, 19 98, before me, a notary public in and for said county, appeared **Lawrence M. Sobol** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



(SEAL)

Deborah Ann Schmitt
Notary Public

My Commission Expires: 3/17/2001