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3 AND TRADEMARKS

PATENTS ONLY

Plea:

101110275

ent or copy thereof.

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

James William Minnihan  
Jose Luiz Veiga Leal

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) of conveying party(ies) attached?

☐ Yes ☒ No

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☒ Assignment☐ Change of Name

Other:

☐ Security Agreement☐ Merger

Execution Date: James William Minnihan - May 11, 1999;

Jose Luiz Veiga Leal - July 12, 1999

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:

James William Minnihan - May 11, 1999Jose Luiz Veiga Leal - July 12, 1999

Date

A. Patent Application No.(s)

B. Patent No.(s)

09362650

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)321-42006. 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.

Richard G. Lione

Name of Person Signing

Signature

July 27, 1999

Date

Total number of pages including cover sheet, attachments, and document: 7

Rev. Nov-98

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PATENT  
REEL: 010138 FRAME: 0808

**ASSIGNMENT AND AGREEMENT**

*WHEREAS, James William Minnihan of 1818 55th Street Place, Moline, Illinois 61265, and Jose Luiz Veiga Leal of Rua Atanasio Soares, 1043 - 5D, Vila Carol - Cep 18075-000, Sorocaba - SP, Brazil, (hereinafter referred to singly and collectively as "ASSIGNOR")* have jointly invented a certain invention entitled **CROP LIFTER MECHANISM** (Atty. Dkt. No. 9237-166);

*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 (\$10.00) 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.





**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, **James William Minnihan of 1818 55th Street Place, Moline, Illinois 61265**, and **Jose Luiz Veiga Leal of Rua Atanasio Soares, 1043 - 5D, Vila Carol - Cep 18075-000, Sorocaba - SP, Brazil**, (hereinafter referred to singly and collectively as "ASSIGNOR") have jointly invented a certain invention entitled **CROP LIFTER MECHANISM** (Atty. Dkt. No. 9237-166);

*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 (\$10.00) 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
James William Minnihan

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

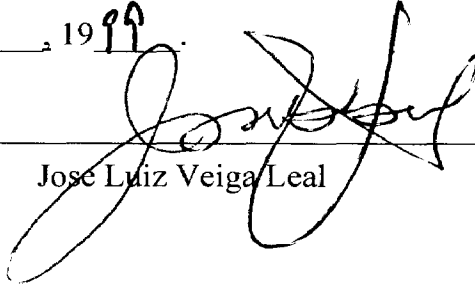
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county, appeared **James William Minnihan** who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

Executed this 12<sup>th</sup> day of July, 1999.

  
\_\_\_\_\_  
Jose Luiz Veiga Leal

STATE OF

)  
) ss.  
)

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county, appeared **Jose Luiz Veiga Leal** 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: \_\_\_\_\_