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ched original documents or copies thereof.

1. Name of conveying party(ies):

Kevin D. McKee
Jeffrey S. Milender

2. Name and address of receiving party(ies):

Case Corporation
700 State Street
Racine, Wisconsin 53404



Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date: 11-1-99

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: 11-1-99

A. Patent Application Number(s):

B. Patent Number(s):

09/436579

Additional numbers attached? NO

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

James A. Wilke
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

James A. Wilke

James A. Wilke
Reg. # 34,275
Signature

11-9-99

Name of person signing

Date

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

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ASSIGNMENT AND AGREEMENT

WHEREAS, **Kevin D. McKee** of 1116 Barcroft Court, Naperville, Illinois 60540, and **Jeffrey S. Milender** of 3583 Sunrise Drive, Valley City, North Dakota 58072, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **SYSTEM FOR MODIFYING DEFAULT START-UP GEAR SELECTIONS** (Atty. Dkt. No. 18483/598) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; 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.

Executed this 1st day of November, 1999.


Jeffrey S. Milender

State of North Dakota)
County of Barnes)ss.

On this 1st day of November, 1999, before me, a notary public in and for said county, appeared Jeffrey S. Milender, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public

My Commission Expires: _____

(Seal)

DEBORAH KOEPLIN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires MAR. 21, 2003