

TO THE COMMISSIONER

AND TRADEMARKS



MLO 2-11-00 Please

101294046

or copy thereof.

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

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

William L. Cooksey
Robert A. Matousek
Daniel Reints

Name: Case Corporation
Internal Address:
Street Address: 700 State Street
City: Racine
State/Zip: Wisconsin 53404

1525 U.S. P. 09/502665

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: January 27, 2000

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:

January 27, 2000

Date

A. Patent Application No.(s)

B. Patent No.(s)

09/502665

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. 23-1925

8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

03/17/2000 DCDATES 00000149 09502665
01 FC:581 (40.00)

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.

Michael E. Milz
Name of Person Signing

Michael E. Milz
Signature

February 11, 2000
Date

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

ASSIGNMENT AND AGREEMENT

WHEREAS, William L. Cooksey of 313 Charlton Drive, Geneseo, Illinois 61254 Robert A. Matousek of 14101 13th Street, Milan, Illinois 61264, and Daniel Reints of 3341 Jersey Ridge Road, Apt. 1409, Davenport, Iowa 52807, (hereinafter referred to singly and collectively as "ASSIGNORS") have jointly invented a certain invention entitled OFFSET AUGER FEED FOR A COMBINE CLEAN GRAIN ELEVATOR (Atty. Dkt. No. 9237-110) for which an application for United States Letters Patent was filed 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 Ten Dollars (\$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.

