

ASSIGNMENT

WHEREAS, James M. Kitchen, 5348 N 500 E, Roanoke, Indiana 46783

(hereinafter referred to as ASSIGNOR) has invented certain new and useful improvements in INTERNATIONAL Docket No. D-4909 entitled:

Cylindrical Lock with Slam Latch and Auxiliary Cable Release

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 28 day of March, 2000,

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 09/542,185 filed April 4, 2000 and

WHEREAS, INTERNATIONAL TRUCK AND ENGINE CORPORATION, a corporation existing under the laws of the State of Delaware, (hereinafter referred to as INTERNATIONAL) 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 INTERNATIONAL, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby sell, assign, and transfer to INTERNATIONAL 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 INTERNATIONAL 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 INTERNATIONAL as assignee of the entire interest.

ASSIGNOR hereby authorizes INTERNATIONAL 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.

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 INTERNATIONAL, and that if INTERNATIONAL 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 INTERNATIONAL.

ASSIGNOR does further covenant and agrees that he will, at any time, upon request, communicate to INTERNATIONAL 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 INTERNATIONAL, 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.

JAMES M. KITCHEN this 28TH day of MARCH, 2000

State of Indiana)
)ss:
County of Allen)

On this 28 day of MARCH, 2000, before me personally came James M. Kitchen 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.

William E. Barnum
Notary Public

WILLIAM E. BARNUM
Notary Public, State of Indiana
My Commission Expires Nov. 1, 2001