

11-28-2000

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copy thereof.

9237-198

Name of Party(ies) conveying an interest:

John Bradley Lukac  
Xitian Fang  
Joshua J. Wolters

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

☐ Yes ☒ No

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

Name: Case Corporation  
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: By Lukac on 6-29-00; by Fang on 8-11-00;  
and by Wolters on 7-5-00

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:

By Lukac on 6-29-00;  
by Fang on 8-11-00;  
and by Wolters on 7-5-00

Date

A. Patent Application No.(s)

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  
Attention: Richard E. Stanley, Jr

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.

Richard E. Stanley, Jr.  
Name of Person Signing

Signature

October 25, 2000  
Date

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

Rev. Dec.-99

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11/27/2000 GTOM11 00000212 R.E.STANLEY

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PATENT  
REEL: 011267 FRAME: 0682

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, John Bradley Lukac 1306 Hillside Dr., Bettendorf, Iowa 52722; Xitian Fang, 5425 Appomattox Road #12, Davenport, Iowa 52806; Joshua J. Wolters, 644 N. State Street, Geneseo, IL 61254, (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled, A DIRECT DRIVE SYSTEM WITH A FLYWHEEL FOR AN AGRICULTURAL COMBINE, (Atty. Dkt. No. 9237-198) 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.

*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 29 day of June, 2000.

  
\_\_\_\_\_  
**John Bradley Lukac**

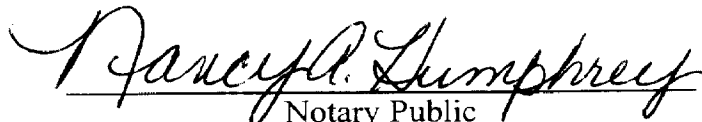
STATE OF

COUNTY OF

  
SS.

On this 29 day of June, 2000, before me, a notary public in and for said county, appeared **John Bradley Lukac** 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

My Commission Expires: 11/14/02

Executed this 11 day of August, 2000.

Xitian Fang  
Xitian Fang

STATE OF Indiana  
COUNTY OF Johnson ) SS.

On this 11 day of August, 2000, before me, a notary public in and for said county, appeared **Xitian Fang** 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.

Nancy S. Sage  
Notary Public

(SEAL)

My Commission Expires: May 2, 2007

Executed this 5th day of July, 2000.

Joshua J. Wolters  
Joshua J. Wolters

STATE OF Iowa  
COUNTY OF Scott ) SS.

On this 5th day of July, 2000, before me, a notary public in and for said county, appeared **Joshua J. Wolters** 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.

Valerie L. Pulscher  
Notary Public

(SEAL)

My Commission Expires: 2-2-2001