



101681095

UNITED STATES PATENT AND TRADEMARK OFFICE

CORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WESSLEY J. TERRY
MATHEW J. SEIBERLICH
BRIAN J. MURPHY

3.29.01

Additional name(s) of conveying

party(ies) attached? ☐ Yes ☒ No

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

INTERNATIONAL TRUCK AND ENGINE
CORPORATION
(f.k.a. Navistar International
Transportation Corp.)
Law Offices-13
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5594

Additional name(s) & address(es)

attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger,☐ Security
Agreement☐ Change of
Name

Execution Date: February 15, 2001

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

If this document is being filed together with a new application, the

Execution date of the application is _____

A. Patent Application No.(s) 09/766,384

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Dennis K. Sullivan
International Truck and Engine
Corporation
Law Offices - 13
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5594

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00

☐ Enclosed☒ Authorized to be changed to
deposit account

8. Deposit account number:

14-0603(Attach duplicate copy of this page if paying
by deposit account)

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.

Juana Murcio

Name of Person Signing

Juana Murcio

Signature

March 26, 2001.

Date

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

JOINT ASSIGNMENT

WHEREAS, (1) Wessley J. Terry, (2) Mathew J. Seiberlich, and (3) Brian J. Murphy

residing, respectively, at (1) 9606 Knoll Road, Union, Illinois 60180, (2) 6523 57th Avenue, Kenosha, Wisconsin 53142, and (3) 1932 North Seminary, Chicago, Illinois 60614

(hereinafter referred to as ASSIGNORS) have invented certain new and useful improvements in INTERNATIONAL Docket No. D-4942 entitled:

Control Of A Variable Geometry Turbocharger By Sensing Exhaust Pressure

for which they are about to make application for Letters Patent in the United States, said application having a Declaration and Power of Attorney executed by ASSIGNORS respectively (1) on the 15 of February 2001; (2) on the 15 of February 2001; and (3) on the 30 of January 2001;

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 09/766,384 filed January 19, 2001.

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 ASSIGNORS from INTERNATIONAL, the receipt of which is hereby acknowledged by ASSIGNORS, ASSIGNORS do 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.

ASSIGNORS hereby authorize and request 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.

ASSIGNORS hereby authorize INTERNATIONAL to insert the dates of execution of said application.

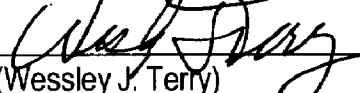
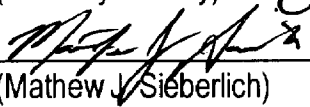
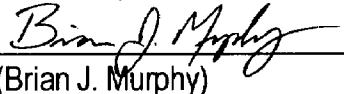
ASSIGNORS do hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

ASSIGNORS further covenant that they 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 they will, upon request, sign all papers, make all rightful oaths, and do 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.

ASSIGNORS do further covenant and agree that they 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 ASSIGNORS, their heirs and legal representatives.

IN WITNESS WHEREOF, they have executed this instrument.

- (1)  this 15 day of Feb, 2000
(Wesley J. Terry)
- (2)  this 15 day of Feb, 2000
(Mathew J. Sieberlich)
- (3)  this 30TH day of JANUARY, 2000
(Brian J. Murphy)

State of Illinois)
 County of COOK) ss:

On this 15 day of FEBRUARY, 2001, before me personally came Wessley J. Terry, 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.

B. Katherine Harden
 Notary Public



State of Illinois)
 County of COOK) ss:

On this 15 day of FEBRUARY, 2001, before me personally came Matthew J. Seiberlich, 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.

B. Katherine Harden
 Notary Public



State of Illinois)
 County of COOK) ss:

On this 30 day of JANUARY, 2001, before me personally came Brian J. Murphy, 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.

B. Katherine Harden
 Notary Public

