

07-30-2001

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101793427

To the Honorable Commissioner of Patents :

hed original documents or copy thereof.
s of receiving party(ies):

1. Name of conveying party(ies):

Yanming HOU
Guy T. STOEVER
David E. SUSAG

07/23/01

Name: CASE CORPORATION

Internal Address: a Delaware corporation

Additional name(s) of conveying party(ies) attached? Yes No

Street Address: 700 State Street

City: Racine State: WI ZIP: 53404

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 05/09/01; 07/09/01; 07/16/01

Additional name(s) & address(es) attached? Yes No

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: 05/09/01;

A. Patent Application No.(s)

B. Patent No.(s)

07/09/01;
07/16/01

09/845,901 (04/30/2001)

Additional numbers attached? Yes No

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

Name: Stephen Michael Patton

Internal Address: NILLES & NILLES, S.C.

Suite 2000

Street Address: 777 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

14-1080--charge for any additional fees due or credit any overpayment

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

07/27/2001 101A21 0000058 09845901

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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.

Stephen Michael Patton
Name of Person Signing

Stephen Michael Patton 7-17-01
Signature Date

Total number of pages including cover sheet, attachments, and document: 11

ASSIGNMENT AND AGREEMENT

WHEREAS, Yanming HOU of 2804 Catherine Drive, Racine, Wisconsin 53402; Guy T. STOEVEER of 563 Dupahze Street, Naperville, Illinois 60565 and David E. SUSAG of 5302 River Drive, Fargo, North Dakota 58102, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **AUTOMATIC CALIBRATION OF REMOTE HYDRAULIC VALVE FLOW** (Attorney Docket No. 1426.025) 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 exchange for good and valuable consideration, the receipt of which is 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 has this Agreement 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 NILLES & NILLES, S.C. 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 NILLES & NILLES, S.C. 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 advise to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this _____ day of _____, 2001.

Yanming HOU

CERTIFICATE OF WITNESS

I acknowledge that I was personally present and did see the above-named inventor, who is personally known to me, duly execute the above assignment on the date set forth.

Printed Name of Witness

Signature of Witness

Executed this 9 day of MAY, 2001.

Guy T. Stoeber
Guy T. STOEVER

CERTIFICATE OF WITNESS

I acknowledge that I was personally present and did see the above-named inventor, who is personally known to me, duly execute the above assignment on the date set forth.

VERONICA S. LEDERMANN
Printed Name of Witness

Veronica S. Ledermann
Signature of Witness

Executed this _____ day of _____, 2001.

David E. SUSAG

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Executed this _____ day of _____, 2001.

Yanming HOU

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Printed Name of Witness

Signature of Witness

Executed this _____ day of _____, 2001.

Guy T. STOEVER

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I acknowledge that I was personally present and did see the above-named inventor, who is personally known to me, duly execute the above assignment on the date set forth.

Printed Name of Witness

Signature of Witness

Executed this 9 day of JULY, 2001.

David E. Susag
David E. SUSAG

CERTIFICATE OF WITNESS

I acknowledge that I was personally present and did see the above-named inventor, who is personally known to me, duly execute the above assignment on the date set forth.

MARK KROGEN
Printed Name of Witness

Mark Krogen
Signature of Witness

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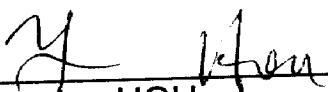
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Executed this 16 day of July, 2001.

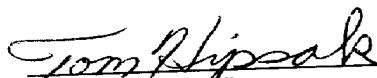


 Yanming HOU

CERTIFICATE OF WITNESS

I acknowledge that I was personally present and did see the above-named inventor, who is personally known to me, duly execute the above assignment on the date set forth.

TOM HIPSAK
 Printed Name of Witness



 Signature of Witness

Executed this _____ day of _____, 2001.

Guy T. STOEVER

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Signature of Witness

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David E. SUSAG

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