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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102114331

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying parties / Execution Date:
Dean R. Potts May 23, 2002
05/29/02

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

2. Name and address of receiving party(ies)
Name: Caterpillar Inc.
Internal Address: _____
Street Address:
100 N.E. Adams Street
Peoria, IL 61629-6490

City: Peoria
State: IL Zip: 61629-6490
Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or patent number(s): *10/157406*
If this document is being filed together with a new application, the execution date of the new application is: May 23, 2002

A. Patent Application No.(s):
Not Yet Assigned

B. Patent No.(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark G. Hanley
MARSHALL, GERSTEIN & BORUN
Internal Address: Atty. Dkt.: 27581/00492
Street Address:
233 S. Wacker Drive, Suite 6300
Sears Tower
City: Chicago State: IL Zip: 60606-6357

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
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Mark G. Hanley - 44,736
Name of Person Signing *Mark G. Hanley* Signature May 29, 2002 Date

Total number of pages including cover sheet, and assignment: 3

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV 110810898US, in an envelope addressed to: U.S. Patent and Trademark Office/Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231, on the date shown below.

Dated: May 29, 2002 Signature: *Richard Zimmerman* (Richard Zimmerman)

PTO 10/15/06

06/03/2002 HMEKONEN 00000074 10157406 04 FC:581

ASSIGNMENT

Serial No: _____
Filed: _____
Title: **VIBRATORY MECHANISM CONTROLLER**

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assigns to Caterpillar Inc., 100 N.E. Adams Street Peoria, IL 61629-6490, a Delaware corporation, (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on , and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient and for said consideration the undersigned further agrees upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my hand this 23rd day of May, 2002.

State of Minnesota

Dean R. Potts
Dean R. Potts

} ss

County of Hennepin

On this 23rd day of May, 2002, before me, a Notary Public in and for the County and State aforesaid, appeared Dean R. Potts, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: January 31, 2005

Connie L. Modrow
Notary Public

