

10-29-2002



NY

To the Honorable Commission

102263783

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oliver Hrazdera

10-21-02

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: September 22, 2002

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

Name: New Holland North America, Inc.

Internal Address: M.S. #641

Street Address: 500 Diller Avenue

P.O. Box 1895

City: New Holland State: PA Zip: 17557

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:

A. Patent Application No.(s)

10/179,679

Additional numbers attached?

B. Patent No.(s)

Yes No

FINANCE SECTION
2002 OCT 21 AM 7:49
RECORDS

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

Name: Larry W. Miller

Internal Address:

New Holland North America, Inc.

Mail Station 641

Street Address: 500 Diller Avenue

P.O. Box 1895

City: New Holland State: PA Zip: 17557

6. Total number of applications and patents involved:

1

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

- Enclosed
- Authorized for charge to deposit account

8. Deposit Account number:

14-0780

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.

Larry W. Miller

10/15/2002

Name of Person Signing

Signature

Date

10/29/2002 LMUELLER 00000044 140780

10179679

Total number of pages comprising cover sheet:

1

01 FC:8021

40.00 CH

ASSIGNMENT

This Assignment Agreement is entered into this *22nd* day of *September*, 2002, between **CASE STEYR LANDMASCHINENTECHNIK GmbH**, of Steyrer Strasse 32, A-4300 St Valentin, Austria and **Oliver HRAZDERA** of Amselweg 12, A-4470 Enns, Austria [hereinafter referred to as the Assignors] of the first Part and **NEW HOLLAND NORTH AMERICA, INC.**, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at New Holland, Pennsylvania, United States of America, [hereinafter referred to as the Assignee], its successors, and assigns, of the second Part.

WHEREAS, the said **Oliver HRAZDERA** [hereinafter referred to as the Inventor(s)] is (are) in the employ of the said Case Steyr Landmaschinentechnik GmbH within the jurisdiction of the Laws of Austria and is (are) the true and first Inventor(s) of an invention [hereinafter referred to as the Invention] entitled "**Control System for the Starting and Running-Down of a Power Take-Off Shaft on an Agricultural Vehicle**", the application for United States patent describing said Invention being filed with the U.S. Patent and Trademark Office on June 25, 2002 and given U.S. Serial No. 10/179,679 and the Convention Priority Claim based on German patent application number DE 101.31.477.9, filed on June 29, 2001.

AND WHEREAS, the said **CASE STEYR LANDMASCHINENTECHNIK GmbH** is joining in the execution of this Assignment Agreement to convey all right, title and interest in the Invention as described below and vested therein by virtue of the contract of employment with the Inventor(s) and by virtue of any other agreements or rights of law or equity.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors hereby sell, assign, and transfer to the Assignee the entire right, title and interest in the country of the United States of America in and to the Invention and in and to any patent application and patent granted thereon filed in said country, and including all divisions, reissues, continuations, and extensions of any such patent application and of all corresponding right of priority resulting from the filing thereof, and authorize and request that any and all said patents be issued to said Assignee. or its successors and assigns. The Assignors covenant that they have full rights and power to enter into this Assignment Agreement and agree that they will communicate to the Assignee or its representative, all facts known to them respecting the Invention, whenever requested, and that they will testify or provide access to personnel to testify in any legal proceeding, and that they will sign all lawful papers, execute all division, continuation and reissue applications, and make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees, to obtain and enforce proper patent protection for the Invention in said country.

IN TESTIMONY WHEREOF the Assignors have caused this Agreement to be executed on the day and year first above written.

CASE STEYR LANDMASCHINENTECHNIK GmbH

Alberic T. J. Vandenburg

Alberic T. J. VANDENBROUCKE
Authorized Signatory

Oliver Hrazdera

Oliver HRAZDERA

Witnessed by

Wolfgang GUNST

Witnessed by

Diego C. A. Arroyo

RECORDED: 10/21/2002

**PATENT
REEL: 013416 FRAME: 0884**