

01-24-2003



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Tab settings

RECORDATION FORM COV
PATENTS OI

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

1. Name of conveying party(ies):
Derek K. Warinner
Justin W. Vig
M. Chad Harshbarger
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
International Truck and Engine Corporation
Internal Address: Law Offices 2-W
Street Address: 4201 Winfield Road
P.O. Box 1488
City: Warrenville State: Illinois Zip: 60555
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other See Attached

Execution Date: 1/24/03

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)
B. Patent No.(s) 6,394,474
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey P. Calfa
Internal Address: Law Offices 2-W
Street Address: 4201 Winfield Road
P.O. Box 1488
City: Warrenville State: Illinois Zip: 60555

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
14-0603
(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.
Cathi Majewski *Cathi Majewski* 1/24/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

D-4845

JOINT ASSIGNMENT

WHEREAS, (1) Derek K. Warinner, (2) Justin W. Vig, and (3) Chad M. Harshbarger

residing, respectively, at (1) 916 Canal Place Circle, New Haven, Indiana 46774; (2) 5518 Old Dover Boulevard, Fort Wayne Indiana 46835; and (3) 6211 Graysford Place, Fort Wayne, Indiana 46835

(hereinafter referred to as ASSIGNORS) have invented certain new and useful improvements in INTERNATIONAL Docket No. D-4845 entitled:

Air Spring Suspension with Anti-Dive and Anti-Roll Properties

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 23 day of JUNE, 2000; (2) on the 23 day of JUNE, 2000; and (3) on the 23 day of JUNE, 2000,

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 09/612,345 filed July 6, 2000, and

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.

D-4845

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


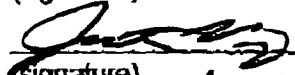

ASSIGNORS do hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

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 23RD day of JUNE, 2000
(signature)
- (2)  this 23rd day of June, 2000
(signature)
- (3)  this 23rd day of June, 2000
(signature)