Form **PTO-1595** 

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J.S. DEPARTMENT OF COMMERCE

(Rev. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Brian G. McGee Caterpillar Inc. John P. Timmons Internal Address: 100 NE Adams Peoria IL 61629-6490 Additional name(s) of conveying party(ies) attached? 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other 05/07/2003 Execution Date: 06/18/2003 Additional name(s) & address(es) attached? 10602746 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: 05/07/2003 A. Patent Application No.(s) B. Patent No.(s) Yes X No Additional numbers attached? 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: 7. Total fee (37 CFR 3.41) ...... \$ 40.00 Enclosed Clifton G. Green Authorized to be charged to deposit account Caterpillar Inc. Intellectual Property Department, AB6490 100 N. E. Adams Street 8. Deposit account number: Peoria 61629-6490 IL03-1129 DO NOT USE THIS SPACE Signature. Docket Number: 02~580 LINELLER 00000098 031129 07/11/2003 01 FC:8021 40.00 M 06/24/2003 Clifton G. Green Date Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 03

Mail documents to be recorded with cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

# **ASSIGNMENT**

WHEREAS, BRIAN G. MCGEE, residing at Chillicothe, Illinois, hereinafter referred to ASSIGNOR has invented together with John P. Timmons a new and useful

## SPLIT MODE OPERATION FOR FUEL INJECTION SYSTEMS

for which ASSIGNOD is about to file an international application and/or make application for Lattern		
for which ASSIGNOR is about to file an international application and/or make application for Letters Patent in the United States of America, such invention being described and identified by said		
application having an attached International Application Degrees and/or on attached Deglevetics and		
application having an attached International Application Request and/or an attached Declaration and		
Power of Attorney executed by ASSIGNOR on 5/07/2003; and		
WHEREAS, Caterpillar Inc., a Delaware corporation having a place of business at Peoria,		
State of Illinois, United States of America, hereinafter referred to as ASSIGNEE, is desirous of		
acquiring the entire right, title and interest in and to said invention and any Letters Patent granted		
thereon by the United States of America and any foreign country;		
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good		
and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby		
acknowledged by ASSIGNOR;		
1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right,		
title and interest in and to said invention, any application therefor, and any Letters Patent granted		
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thereon by the United States of America and any foreign country, including any continuing		
application, reissue or extension thereof, together with the right to file applications and obtain patents		
for said invention in any foreign country, and covenant that ASSIGNOR has the full right to do so.		
2. At the request and expense of ASSIGNEE, ASSIGNOR agrees to communicate to		
ASSIGNEE any facts known respecting said invention, to execute all papers necessary to file any		
application on said invention necessary or desirable to aid ASSIGNEE in obtaining and enforcing		
proper protection for said invention in the United States of America and any foreign country.		
3. ASSIGNOR hereby authorizes and requests the COMMISSIONER OF PATENTS AND		
TRADEMARKS to issue the United States Letters Patent on said invention, when granted, to		
Caterpillar Inc.		
4. This assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other		
legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR'S heirs and legal		
representatives.		
representatives.		
IN TESTIMONY WHEREOF, ASSIGNOR has executed this instrument.		
114 TESTEMONT WILDREST, MOSTON has executed this instrument.		
Box 17 1/2/1 5/2/13		
BRIAN G. MCGEE Date		
DAIAN G. MICGEE Date		
IN WITNESS OF the execution hereof by BRIAN G. MCGEE we have hereunto set our hands.		
in withess of the execution hereof by BRIAN G. MCGEE we have hereumo set our hands.		
Unul Naugen 5/7/03 Eric Lee 5/7/03		
Witness (1) Date Witness (2) Date		
Address: 5905 W. Ridgerest Dr. 4201 Address: 5900 W. RACHAEL CT		
Peoria IL, 61615 PEORIA, 12 61615		

PATENT REEL: 014247 FRAME: 0096

## **ASSIGNMENT**

WHEREAS, JOHN P. TIMMONS, residing at Chillicothe, Illinois, hereinafter referred to ASSIGNOR has invented together with Brian G. McGee a new and useful

### SPLIT MODE OPERATION FOR FUEL INJECTION SYSTEMS

WHEREAS, Caterpillar Inc., a Delaware corporation having a place of business at Peoria, State of Illinois, United States of America, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said invention and any Letters Patent granted thereon by the United States of America and any foreign country;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR;

- 1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to said invention, any application therefor, and any Letters Patent granted thereon by the United States of America and any foreign country, including any continuing application, reissue or extension thereof, together with the right to file applications and obtain patents for said invention in any foreign country, and covenant that ASSIGNOR has the full right to do so.
- 2. At the request and expense of ASSIGNEE, ASSIGNOR agrees to communicate to ASSIGNEE any facts known respecting said invention, to execute all papers necessary to file any application on said invention necessary or desirable to aid ASSIGNEE in obtaining and enforcing proper protection for said invention in the United States of America and any foreign country.
- 3. ASSIGNOR hereby authorizes and requests the COMMISSIONER OF PATENTS AND TRADEMARKS to issue the United States Letters Patent on said invention, when granted, to Caterpillar Inc.
- 4. This assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR'S heirs and legal representatives.

IN TESTIMONY WHEREOF, ASSIGN	NOR has executed this instrument.
IOMN P. TIMMONS	Date
Jeffrey a. L. Shirth 18- June 03 Withdeb (1) Date	Witness (2) Date Address: Worffield La
	THE .

PATENT RECORDED: 06/24/2003 REEL: 014247 FRAME: 0097