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| Form PTO-1595 RECORDATION FORM COVER SHEET  (Rev. 08/03) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings  |   |
|---|---|
|   | Name and address of receiving party(ies)                          |
| Name of conveying party(ies):   | 2. Walle and address of reserving party(100)                      |
| John Purcell  | Name Cummins Engine Company, Ltd.                                 |
| Richard Kettle  | Internal Address  |
| Chris Swaby   |   |
|   |   |
| Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No   | Street Address Yarm Road, Darlington County                       |
| 3. Nature of conveyance:  | Durham, DL1 4PW, United Kingdom                                   |
| <ul> <li>✓ Assignment</li> <li>✓ Merger</li> <li>✓ Security Agreement</li> <li>✓ Change of Name</li> </ul>  |   |
| Other:  |   |
| Execution Date: <u>1/27/2003</u>  | City Zip  |
| Application number(s) or registration number(s):  | Additional name(s) & address(es) attached? ⊠ Yes ☐ No             |
|   | A. Patent No.(s)  ttached? ☐ Yes ☑ No                             |
| <ol><li>Name and address of party to whom correspondence<br/>concerning document should be mailed:</li></ol>  | 6. Total number of applications and patents involved:             |
| Name Gary M. Gron   | 7. Total fee (37 CFR 3.41)  |
| Internal Address Woodard, Emhardi, Moriarty, McNett,  | ☐ Enclosed  |
| & Henry LLP   |   |
| Street Address 111 Monument Circle  |   |
| Suite 3700  | 8. Deposit account number:  |
| City Indianapolis State IN ZIP 46204  | 03-3870   |
|   | (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.  Gary M. Gron  Name of Person Signing  Total number of pages including cover sheet, attachments, and document:  9 |   |
| hereby certify that this correspondence is being sent via facsimile transmission 703-306-5995 to the attention of; Assignmeni Division, Assistant Commissioner for Patents, Washington D. C. 20231 on this date: April 26, 2004   |   |

Sue Montgomery
Name of Registered Representative

(Date of Deposit)

hontgomen

700080995 Signature

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## ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

Iveco (UK) Ltd.
Iveco Ford House
Station Road
Watford, Hertfordshire
WD1 1SR United Kingdom

New Holland U.K. Ltd. Cranes Farm Road Basildon, Essex SS14 3AD United Kingdom

**EEA-024** 

## ASSIGNMENT

WHEREAS, WE, John J. Purcell, Chris Swaby, and Richard Kettle have invented and own a certain invention entitled:

## **Balancer Shaft Assembly**

for which invention we have executed an application for a United States patent, which was filed on July 26, 2002, under Serial No. 10/205,840, and which claims priority based upon GB 0118478.7 filed on 28 July 2001.

WHEREAS, Cummins Engine Company Ltd. of Yarm Road, Darlington, County Durham, DLI 4PW United Kingdom; Iveco (UK) Ltd. of Iveco Ford House, Station Road, Watford, Hertfordshire, WD1 1SR United Kingdom; and New Holland U.K. Ltd. of Cranes Farm Road, Basildon, Essex, SS14 3AD United Kingdom, (hereinafter referred to as Assignees), are desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

Now, Therefore, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignees and the Assignees' legal representatives, successors and assigns the full and exclusive rights in and to the invention in the United States and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions) that may be filed in the United States and every foreign country on the invention, and the patents or extensions thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue United States patents to the above-mentioned Assignees agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE Assignees to insert in this assignment document the filing date and serial number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, we convey to Assignees the right to make application in their own behalf for protection of the invention in countries foreign to the United States and to claim under the International Convention and/or other international arrangement for any such application the date of the United States application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignees that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignees, execute such additional assignments and other writings and do such additional acts as the Assignees may deem necessary or desirable to perfect the Assignees' enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, renewal, or extended patents of the United States or of any and all foreign countries on

the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

| Date 14 January 2003 John J. Furcell  |
|---|
| On this // day of fanary, 2003 appeared John J Purcell, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.          |
| Witness Witness   |
| Date 27 January 2003 Chris Swaby  |
| On this 27 <sup>th</sup> day of 5ame, 2007 appeared Chris Swaby, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth. |
| Witness Witness   |
| Date 17. 1. 03 Richard Kettle   |
| On this 12th day of JAUUAZY, 2003 appeared Richar Kettle, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.        |
|   |

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**RECORDED: 04/27/2004** 

Witness