

Form <b>PTO-1595</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		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 party(ies): <u>John L. Cagney</u> <u>Donald R. Van Der Moere</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) <u>International Truck Intellectual Property</u> <u>Company, LLC</u> Internal Address: <u>Law Offices 2-W</u>  <u>Street Address: 4201 Winfield Road</u> <u>P.O. Box 1488</u>  <u>City: Warrenville State: Illinois Zip: 60555</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: _____			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) <u>10/855,117</u> B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Susan L. Lukasik</u>  Internal Address: <u>Law Offices 2-W</u>  <u>Street Address: 4201 Winfield Road</u> <u>P.O. Box 1488</u>  <u>City: Warrenville State: Illinois Zip: 60555</u>			6. Total number of applications and patents involved: <u>1</u>  7. Total fee (37 CFR 3.41).....\$ <u>40</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <u>14-0603</u>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Cindi Schermerhorn</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>6/22/04</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and documents: <u>1</u> </div>					

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

D5088

## JOINT ASSIGNMENT

WHEREAS, (1) John L. Cagney; and (2) Donald R. Van Der Moere

residing, respectively, at (1) 4121 Longmeadow Rd., Downers Grove, IL 60515; and (2) RR #2, Box 444, Spencer, IN 47460

(hereinafter referred to as ASSIGNORS) have invented certain new and useful improvements in INTERNATIONAL Docket No. D5088 entitled:

**Non-Homogeneous Engine Component Formed By Powder Metallurgy**

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 on (1) on the \_\_\_\_ day of \_\_\_\_\_, 2004; (2) on the \_\_\_\_ day of \_\_\_\_\_, 2004

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 10/835,117 filed 5/27/04 and

WHEREAS, INTERNATIONAL ENGINE INTELLECTUAL PROPERTY COMPANY, LLC, a corporation existing under the laws of the State of Illinois, (hereinafter referred to as INTERNATIONAL) having its principal place of business at 4201 Winfield Road, Warrenville, Illinois 60555 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.

ASSIGNORS hereby authorize INTERNATIONAL to insert the serial number and date(s) of execution of said application into this document after execution thereof.

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.

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2004  
(John L. Cagney)

State of Illinois }  
County of \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me came John L. Cagney, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

(2) Donald R. Van Der Moere 16 day of June, 2004  
(Donald R. Van Der Moere)

State of Indiana }  
County of Putnam } ss:

On this 16th day of June, 2004, before me came Donald R. Van Der Moere, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

Robert A. Gray  
Notary Public

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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 on (1) on the \_\_\_\_\_ day of \_\_\_\_\_, 2004; (2) on the \_\_\_\_\_ day of \_\_\_\_\_, 2004

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 10/855,117 filed 5/27/04 and

WHEREAS, INTERNATIONAL ENGINE INTELLECTUAL PROPERTY COMPANY, LLC, a corporation existing under the laws of the State of Illinois, (hereinafter referred to as INTERNATIONAL) having its principal place of business at 4201 Winfield Road, Warrenville, Illinois 60555 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.

ASSIGNORS hereby authorize INTERNATIONAL to insert the serial number and date(s) of execution of said application into this document after execution thereof.

D5088

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) [Signature] this 11<sup>th</sup> day of June, 2004  
(John L. Cagney)

State of Illinois )  
County of Cook ) ss:



On this 11<sup>th</sup> day of June, 2004, before me came John L. Cagney, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

[Signature]  
Notary Public

(2) \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2004  
(Donald R. Van Der Moere)

State of Indiana )  
County of \_\_\_\_\_ ) ss:

D5088

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me came Donald R. Van Der Moere, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

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Notary Public