

04-11-2005



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U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 08350.4247-00000
Attorney Customer Number: 22,852

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent and
Please record the attached original d

1. Name of conveying party:
Robert Kimball CANNON

2. Name and address of receiving party:

Name: CATERPILLAR Inc.

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

Internal Address:

3. Nature of conveyance:

Street Address: 100 N.E. Adams Street

☒ Assignment

☐ Merger

City: Peoria

☐ Security
Agreement

☐ Change of Name

State:

IL

Zip Code:

61629-6490

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: March 28, 2005

☐ 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: March 28, 2005

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached?

☐ Yes

☒ No

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

Name: Dominic P. Ciminello

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to our deposit account)

☐ Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 901 New York Avenue, N.W.

City: Washington, D.C.

State: Zip: 20001-4413

8. Deposit Account No.: 06-0916

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.

March 30, 2005

Dominic P. Ciminello
Reg. No. 54,038

Signature

Date

Total number of pages including cover sheet, attachments and documents: 3

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05 FC:8021

40.00 DP

PATENT
REEL: 016432 FRAME: 0406

ASSIGNMENT

WHEREAS I, the below named inventor, [hereinafter referred to as Assignor], have made an Invention entitled:

SYSTEM AND METHOD OF MONITORING MACHINE PERFORMANCE

for which I executed an application for United States Letters Patent concurrently herewith; and

WHEREAS, Caterpillar Inc., a corporation of Delaware whose post office address is 100 N.E. Adams Street, Peoria, Illinois 61629-6490 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this Invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I, as Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

1. FULL NAME OF SOLE OR FIRST ASSIGNOR Robert Kimball CANNON	ASSIGNOR'S SIGNATURE <i>Robert Kimball Cannon</i>	DATE 3-28-05
ADDRESS 10601 N. Strawn Ct.		CITIZENSHIP USA
Peoria, Illinois 61615		

1. WITNESS NAME <i>David B. Maddock</i>	WITNESS SIGNATURE <i>David B. Maddock</i>	DATE 3/28/05
ADDRESS <i>419 Kingsbury Rd</i>		CITIZENSHIP USA
<i>Metomna IL 61548</i>		

SOLE INVENTION
(Worldwide Rights)
Attorney Docket No. 08350.4247-00000
Client Ref. No. 04-247

2. WITNESS NAME EUGENE E KIRCHESNER	WITNESS SIGNATURE <i>Eugene E. Kirchner</i>	DATE 3/20/05
ADDRESS 24797 Spring Creek Road Washington, DC 20157		CITIZENSHIP USA