

07-06-2005



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To the Director of the U.S. Patent and
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06-28-05

1. Name of conveying party(ies):
David D. Tallon

2. Name and address of receiving party(ies):
Name: Caterpillar Inc.

Additional name(s) of conveying party(ies) attached? Yes No

Internal Address: Intellectual Property Department

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?
 Yes No

Execution Date: June 28, 2005

Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: June 28, 2005

A. Patent Application Number(s):

Additional numbers attached? Yes No

B. Patent Number(s):

113009 U.S. PTO
11/167136
062805

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

5. Total number of applications and registrations involved:
1

Name:
06/29/2005 EAYALEW1 00000052 11167136
05 FC:8021 40.00 DP

6. Total fee (37 CFR 3.41): \$40
 Enclosed (Please charge deficiency to 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

City: Washington, D.C.

State: Zip: 20001-4413

7. Deposit Account No.: 06-0916

8. 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.

Ryan C. Stockett
Reg. No. 53,642

Ryan C. Stockett

June 28, 2005

Signature

Date

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

ASSIGNMENT

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

COOLING SYSTEM HAVING A PIVOTAL HEAT EXCHANGER

for which I executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on _____ (Serial No. _____); and

WHEREAS, Caterpillar Inc., a corporation of Delaware whose post office address is Intellectual Property Department, 100 N.E. Adams Street, Peoria, IL 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, provisional application Serial No. _____ filed _____ (if any), 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, and all rights to claim priority on the basis of the above provisional application (if any), 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/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I/We 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 hands.

1. FULL NAME OF SOLE OR FIRST ASSIGNOR David D. Tallon	ASSIGNOR'S SIGNATURE <i>David Tallon</i>	DATE 6/28/05
ADDRESS 525 Greystone, Washington, IL 61571		CITIZENSHIP U.S.

Listing of Inventors Continued on Page 2 hereof Yes No

1. WITNESS NAME Paul Huber	WITNESS SIGNATURE <i>Paul Huber</i>	DATE 28 Jun 2005
ADDRESS 506 Bess St Washington IL 61571		CITIZENSHIP U.S.

2. WITNESS NAME PAUL J. BYRNE	WITNESS SIGNATURE <i>Paul J. Byrne</i>	DATE JUNE 28, 2006
ADDRESS 5415 W. ANCIENT OAK DR PEORIA, ILL 61615		CITIZENSHIP U.S.