

7/29/05

08-05-2005



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Tab settings ⇨ ⇨ ⇨

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):

James C Durand  
Neil A Terry  
Gregory W Tomlins

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

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

Name:  
Caterpillar Inc.  
Internal Address:  
100 NE Adams  
Peoria IL 61629-6490

113261 U.S. PTO  
11/192955

072905

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 07/29/2005  
07/29/2005  
07/29/2005

Additional name(s) & address(es) attached? ☐ 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 is: 07/29/2005

A. Patent Application No(s) \_\_\_\_\_

B. Patent No(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Diana L. Charlton  
Caterpillar Inc.  
Intellectual Property Department, AB6490  
100 N. E. Adams Street  
Peoria IL 61629-6490

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) ..... \$ 40.00

☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

03-1129

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9. Signature.

Docket Number: 04-388

Diana L. Charlton

Name of Person Signing

*Diana L. Charlton*

Signature

07/29/2005

Date

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

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

08/04/2005 6TON11 00000129 031129 11192955

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40.00 BA

PATENT  
REEL: 016831 FRAME: 0019

## ASSIGNMENT

WHEREAS, JAMES C. DURAND, residing at Dunlap, Illinois, hereinafter referred to as ASSIGNOR has invented together with Neil A Terry and Gregory Tomlins a new and useful

### CONTROL STRATEGY FOR AN INTERNAL COMBUSTION ENGINE

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 Request and/or an attached Declaration and Power of Attorney executed by ASSIGNOR on 7/29/2005; 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 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, ASSIGNOR has executed this instrument.

James C. Durand  
JAMES C. DURAND

7/29/2005  
Date

IN WITNESS OF the execution hereof by JAMES C. DURAND we have hereunto set our hands.

John H. T-29-05  
Witness (1) Date  
Address: 1222 SECOND ST  
LACON, IL 61540

Neil A. Terry 7/29/05  
Witness (2) Date  
Address: 15809 McCabe  
Chillicothe, IL 61523

## ASSIGNMENT

WHEREAS, NEIL A TERRY, residing at Chillicothe, Illinois, hereinafter referred to as ASSIGNOR has invented together with James C. Durand and Gregory Tomlins a new and useful

### CONTROL STRATEGY FOR AN INTERNAL COMBUSTION ENGINE

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 Request and/or an attached Declaration and Power of Attorney executed by ASSIGNOR on 7/29/05; 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;

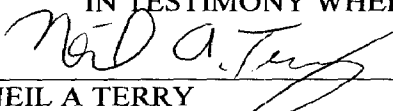
1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to said invention, any application therefor, and any Letters Patent granted thereon by the United States of America and any foreign country, including any continuing application, reissue 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, ASSIGNOR has executed this instrument.

  
NEIL A TERRY

7/29/05  
Date

IN WITNESS OF the execution hereof by NEIL A TERRY we have hereunto set our hands.

  
Witness (1) 7-29-05 Date  
Address: 1222 Second ST  
LACON, IL 61540

  
Witness (2) 7/29/2005 Date  
Address: 12806 N. Duggins Rd  
Dunlap, IL 61525