

Form PTO-1595 (Rev. 03/05)
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U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
 William de Ojeda

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

2. Name and address of receiving party(ies)
 Name: International Engine Intellectual Property Company, LLC
 Internal Address: Law Dept - 2W

Street Address: 4201 Winfield Rd.

City: Warrenville
 State: IL
 Country: United States Zip: 60555

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 9/26/05

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
11/238,379

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Dennis Kelly Sullivan
 Internal Address: Law Dept - 2W

Street Address: 4201 Winfield Rd.

City: Warrenville
 State: IL Zip: 60555

Phone Number: 630-753-2311
 Fax Number: 630-753-3982
 Email Address: ptinfo@nav-international.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 14-0603
 Authorized User Name Cathi Majewski

9. Signature:  11/2/05 Date

Signature

Cathi Majewski Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 140603 11238379

D5714

ASSIGNMENT

WHEREAS, William de Ojeda, 1825 N. Wood Street, Chicago, IL 60622

(hereinafter referred to as ASSIGNOR) has invented certain new and useful improvements in INTERNATIONAL Docket No. D5714 entitled:

Model-Based Controller For Auto-Ignition Optimization In A Diesel Engine

for which he is about to make application for Letters Patent in the United States, said application having a Declaration and Power of Attorney executed by ASSIGNOR on the 26 day of SEPTEMBER, 2005,

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 11/238,379 filed 9/29/05 and

WHEREAS, INTERNATIONAL ENGINE INTELLECTUAL PROPERTY COMPANY, L.L.C., 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 ASSIGNOR from INTERNATIONAL, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does 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.

ASSIGNOR hereby authorizes and requests 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.

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

ASSIGNOR does hereby covenant that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR further covenants that he 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

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be filed, or make application for a corresponding patent in any foreign country, that he will, upon request, sign all papers, make all rightful oaths, and does 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.

ASSIGNOR does further covenant and agrees that he 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 ASSIGNOR, his heirs and legal representatives.

IN WITNESS WHEREOF, he has executed this instrument.

William de Ojeda this 26 day of September, 2005
William de Ojeda

State of Illinois)
County of Cook)

On this 26 day of SEPTEMBER, 2005, before me came William de Ojeda, 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.

Elias P. Soupos
Notary Public

