

U.S. PTO

11/905044

09/27/2007

10-11-2007



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U.S. Department of Commerce
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Attorney Docket No. 08350.7555-0000
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To the Director of the U.S. Patent and
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9-27-07

1. Name of conveying parties:
(1) Kris Edward SEITZ
(2) Troy Allen SHAWGO

2. Name and address of receiving party:
Name: Caterpillar Inc.

Additional name(s) of conveying party(ies) 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 Dates: (1) September 21, 2007
(2) September 21, 2007

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:
(1) September 21, 2007 (2) September 21, 2007

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:

6. Total number of applications and registrations involved: One (1)

Name: Joshua L. Goldberg

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

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

Enclosed (Please charge any deficiency to our deposit account)

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

Authorized to be charged to deposit account

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.

Joshua L. Goldberg
Reg. No. 59,369

Signature
September 27, 2007
Date

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

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ASSIGNMENT

WHEREAS We, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

FRAME CRACK DETECTION METHOD

for which We 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, 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, We, as Assignors, 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/our 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, 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 We 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, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us 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, We have hereunto set our hands.

1. FULL NAME OF SOLE OR FIRST ASSIGNOR Kris Edward Seitz	ASSIGNOR'S SIGNATURE 	DATE 2/5/07
ADDRESS RR1 Box 64, Bethany, Illinois 61914		CITIZENSHIP U.S.A.

Full Name of Second Inventor Troy Allen Shawgo	Inventor's Signature <i>Troy Shawgo</i>	Date 21-SEP-2007
Residence 56 Lynette Place, Decatur, Illinois 62526		Citizenship U.S.A.
Post Office Address 56 Lynette Place, Decatur, Illinois 62526		

June 2004

FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

PATENT

RECORDED: 09/27/2007

REEL: 019956 FRAME: 0701