

10-29-2007

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103457072

EET

Docket No: 06-687

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

10-26-07

1. Name of conveying party(ies)

John Kevin Clemons
John M. Stamey
Jeffrey R. Peterson

2. Name and address of receiving party(ies)

Caterpillar Inc.
100 N.E. Adams Street
Peoria IL 61629-6490
USA

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

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

Execution Date(s) 09/27/2007

- Assignment 09/27/2007 Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/862,982
60/827,212

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Andrew J. Ririe

Internal Address: Caterpillar Inc.

Intellectual Property Dept, AB6490

Street Address: 100 N. E. Adams Street

City: Peoria

State: IL Zip: 61629-6490

Phone Number: (309) 636-1974

Fax Number: (309) 675-1236

Email Address: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- 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 03-1129

Authorized User Name Andrew J. Ririe

9. Signature:

Signature

October 24, 2007

Date

Andrew J. Ririe

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **4**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

10/26/2007 DBYRNE 00000105 031129 11862982

01 FC:8021 80.00 DA

ASSIGNMENT

WHEREAS, JOHN KEVIN CLEMONS, residing at Wamego, Kansas, hereinafter referred to as ASSIGNOR has invented together with John M. Stamey and Jeffrey R. Peterson a new and useful

REVERSIBLE BOLT-ON PIERCING TIP

for which ASSIGNOR has made application for Letters Patent in the United States of America, such invention being described and identified by said application identified as Application No. 60/827,212, filed September 27, 2006; 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.

John Kevin Clemons
JOHN KEVIN CLEMONS

9-27-07
Date

IN WITNESS OF the execution hereof by JOHN KEVIN CLEMONS we have hereunto set our hands.

Dawn Ross 9/27/07
Witness (1) Date
Address: 902 LILAC LN
WAMEGO, KS 66547

[Signature] 27Aug07
Witness (2) Date
Address: 2742 SW Lagita Dr.
Topeka, KS 66614

ASSIGNMENT

WHEREAS, JOHN M. STAMEY, residing at Manhattan, Kansas, hereinafter referred to as ASSIGNOR has invented together with John Kevin Clemons and Jeffrey R. Peterson a new and useful

REVERSIBLE BOLT-ON PIERCING TIP

for which ASSIGNOR has made application for Letters Patent in the United States of America, such invention being described and identified by said application identified as Application No. 60/827,212, filed September 27, 2006; 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;

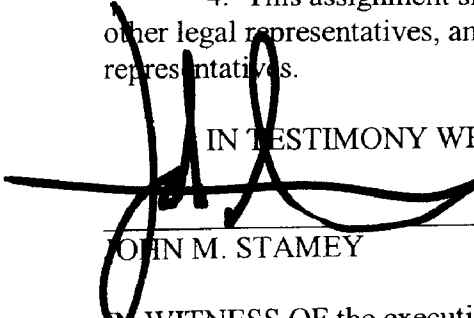
1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to said invention, any application therefor, and any Letters Patent granted thereon by the United States of America and any foreign country, including any continuing application, reissue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



JOHN M. STAMEY

9-27-07

Date

IN WITNESS OF the execution hereof by JOHN M. STAMEY we have hereunto set our hands.

Don Ross White 9/27/07

Witness (1) Date

Address: 902 LILAC LN

WAMEGO, KS 66547

[Signature] 27 AUG 07

Witness (2) Date

Address: 2742 SW Lag. to Dr.

Topeka, KS 66614

ASSIGNMENT

WHEREAS, JEFFREY R. PETERSON, residing at Wamego, Kansas, hereinafter referred to as ASSIGNOR has invented together with John Kevin Clemons and John M. Stamey a new and useful

REVERSIBLE BOLT-ON PIERCING TIP

for which ASSIGNOR has made application for Letters Patent in the United States of America, such invention being described and identified by said application identified as Application No. 60/827,212, filed September 27, 2006; 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;

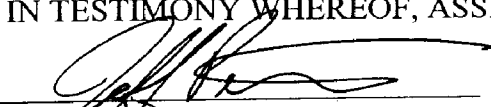
1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to said invention, any application therefor, and any Letters Patent granted thereon by the United States of America and any foreign country, including any continuing application, reissue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

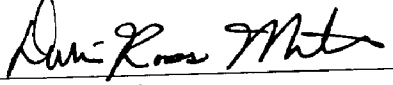
IN TESTIMONY WHEREOF, ASSIGNOR has executed this instrument.

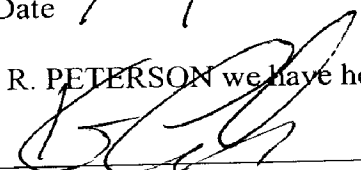


JEFFREY R. PETERSON

9/27/07
Date

IN WITNESS OF the execution hereof by JEFFREY R. PETERSON we have hereunto set our hands.

 9/27/07
Witness (1) Date
Address: 902 LILAC LN
WAMEGO, KS 66547

 27 AUG 07
Witness (2) Date
Address: 2742 SW Lag. to Dr.
TOPICK, KS 66614