

11-19-2007

U.S. DEPARTMENT OF COMMERCE
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103461972

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)

Hideaki Tanemura
Takayuki Nakata

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

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

Execution Date(s) 11-05-07; 11-06-07

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

2. Name and address of receiving party(ies)

Name: Caterpillar Inc.

Internal Address:

Street Address: 100 NE Adams Street

City: Peoria

State: Illinois

Country: US Zip: 61629

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

4. Application or patent number(s):

A. Patent Application No.(s)

☒ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael B. McNeil

Internal Address:

Street Address: 511 S. Madison Street

P.O. Box 2417

City: Bloomington

State: Indiana Zip: 47402

Phone Number: 812-333-5355

Fax Number: 812-333-3173

Email Address:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ 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 500226

Authorized User Name Michael B. McNeil

9. Signature:

Signature

Date

Michael B. McNeil

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 020140 FRAME: 0642

ASSIGNMENT

WHEREAS, Hideaki Tanemura, residing at Sagamihara, Kanagawa, Japan, hereinafter referred to as ASSIGNOR has invented together with Takayuki Nakata a new and useful

BEARING RESTRICTING DEVICE IN SWASH PLATE HYDRAULIC PUMP OR MOTOR

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 11-5-07; 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.

Hideaki Tanemura
HIDEAKI TANEMURA

Nov. 5, 2007
Date

IN WITNESS OF the execution hereof by HIDEAKI TANEMURA we have hereunto set our hands.

Yasunori Ueda Nov. 5, 2007
Witness (1) Date
Address: 1 Kokubunjidai,
Ebina-city, Kanagawa-Pref.
Japan 243-0413

Toshio Chitubo Nov 5, 2007
Witness (2) Date
Address: 909-2, Mii, Tsukui-cho.
Sagamihara-city, Kanagawa-Pref.
Japan 220-0201

ASSIGNMENT

WHEREAS, Takayuki Nakata, residing at kanasaki, kanagawa, Japan, hereinafter referred to as ASSIGNOR has invented together with Hideaki Tanemura a new and useful

BEARING RESTRICTING DEVICE IN SWASH PLATE HYDRAULIC PUMP OR MOTOR

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 11-6-07; 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.

Takayuki Nakata
TAKAYUKI NAKATA

Nov. 6, 2007
Date

IN WITNESS OF the execution hereof by TAKAYUKI NAKATA we have hereunto set our hands.

Yasunori Ueda Nov. 5, 2007
Witness (1) Date
Address: 1 Kokubunjidai,
Ebina-city, Kanagawa-Pref.
Japan 243-0413

Toshio Ohtsuka Nov. 5, 2007
Witness (2) Date
Address: 909-2, Mii, Tsukui-cho,
Sagamihara-city, Kanagawa-Pref.
Japan 220-0201