

12-10-2007

U.S. PTO
11/998413
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U.S. Department of Commerce
Patent and Trademark Office
Customer No.: 58,982
Attorney Docket No. 08350.7693-000

Mail Stop Assignment Recordation Service

To the Director of the U.S. Patent and Trademark Office
Please record the attached original documents or copy thereof.

11-30-07

1. Name of conveying parties: (1) Steven Wayne O'Neal	2. Name and address of receiving party:		
	Name:	Caterpillar Inc.	

Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Internal Address:
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3. Nature of conveyance:	Street Address:	100 N.E. Adams Street
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<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	City:	Peoria
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<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	State:	IL	Zip Code:	61629-6490
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<input type="checkbox"/> Joint Research Agreement	<input type="checkbox"/> Government Interest Assignment	Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<input type="checkbox"/> Executive Order 9494, Confirmatory License	<input type="checkbox"/> Other:
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Execution Date:	(1) November 27, 2007
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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) November 27, 2007.
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A. Patent Application Number(s):	B. Patent Number(s):
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Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: One (1)
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Name: Christopher P. Isaac	6. Total fee (37 CFR 1.21(h) and 3.41): \$40 <input checked="" type="checkbox"/> Enclosed (Please charge deficiency or credit overpayment to Deposit Account No. 06-0916) <input type="checkbox"/> Authorized to be charged to deposit account
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Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.
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Street Address: 901 New York Avenue, N.W.

City: Washington, D.C.

State:	Zip: 20001-4413	7. Deposit Account No.: 06-0916
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8. 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.

Signed:		November 30, 2007
	Daniel C. Cooley Reg. No. 59,639	Date

Total number of pages including cover sheet, attachments and documents:	3
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5/2006

2/03/2007 WABDEL R1 00000003 11998413

FC:8021

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ASSIGNMENT

WHEREAS I, the below named inventor, [hereinafter referred to as Assignor], have made an invention entitled:

PAYLOAD CONTROL SYSTEM BASED ON FORCE AND SPEED

for which I 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, I, as Assignor, 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 entire right, title, and interest in and to this invention, provisional application Serial No. _____, filed _____ (if any), 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 I 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, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me 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, I have hereunto set my hand.

1. FULL NAME OF SOLE OR FIRST ASSIGNOR Steven Wayne O'Neal	ASSIGNOR'S SIGNATURE 	DATE 11/27/2007
ADDRESS 5125 West Tuscarora Road, Bartonville, IL 61607		CITIZENSHIP U.S.

1. WITNESS NAME Michael L Peterson	WITNESS SIGNATURE 	DATE 11-27-07
ADDRESS 2401 W Alta Rd #807		CITIZENSHIP for US
Peoria, IL 61615		

2. WITNESS NAME Stephen W. Rector	WITNESS SIGNATURE 	DATE 11-27-07
ADDRESS 785 Partridge Point Rd.		CITIZENSHIP US
Metamora, IL 61548		