



**RECORDATION FORM COV.  
PATENTS ONLY**

Docket No: 07-225.1

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)**

Michael D. Betz Paul S. Petersen  
Stephen C. Garnett Gerald A. Nuese  
Ashley D. Menges Daniel J. Whiting  
Amy L. Moore-McKee

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

**2. Name and address of receiving party(ies)**

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

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

Execution Date(s) 09/27/2007 09/27/2007

Assignment 09/27/2007  Merger 10/02/2007  
09/24/2007 10/01/2007

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)

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Jeff A. Greene

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) 675-1056

Fax Number: (309) 675-1236

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 1218/2007 METACHE 00000029 031129 29293705

Authorized User Name Jeff A. Greene

**9. Signature:**

Jeff A. Greene  
Signature  
Jeff A. Greene  
Name of Person Signing

December 7, 2007

Date

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

8

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

**ASSIGNMENT**

WHEREAS, MICHAEL D. BETZ, residing at Knoxville, Illinois, hereinafter referred to as ASSIGNOR has invented together with Stephen C. Garnett, Ashley D. Menges, Amy L. Moore-McKee, Paul S. Petersen, Gerald A. Nuese and Daniel J. Whiting a new and useful

**EARTH MOVING MACHINE**

for which ASSIGNOR is about to file an international application and/or make application for Design 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 9-27-2007; 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 Design 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;

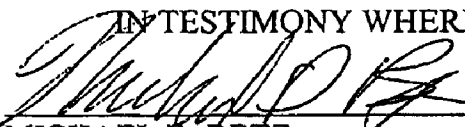
1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to said invention, any application therefor, and any Design Patent granted thereon by the United States of America and any foreign country, including any continuing application, reissue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

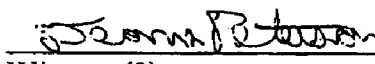
IN TESTIMONY WHEREOF, ASSIGNOR has executed this instrument.

  
MICHAEL D. BETZ

9-27-07  
Date

IN WITNESS OF the execution hereof by MICHAEL D. BETZ we have hereunto set our hands.

  
Witness (1) 9/27/2007  
Date  
Address: 3611 BRENWICK DR  
PEORIA, IL 61614

  
Witness (2) 09/27/2007  
Date  
Address: 503 NORTH THIRD ST  
ROANOKE IL 61561

ASSIGNMENT

WHEREAS, STEPHEN C. GARNETT, residing at Princeville, Illinois, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Ashley D. Menges, Amy L. Moore-McKee, Paul S. Petersen, Gerald A. Nuese and Daniel J. Whiting a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 9-27-2007; 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 Design 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 Design 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 Design 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.

Stephen C. Garnett  
STEPHEN C. GARNETT

27-Sept-2007  
Date

IN WITNESS OF the execution hereof by STEPHEN C. GARNETT we have hereunto set our hands.

Chad Coffey      9/27/2007  
Witness (1)      Date  
Address: 3611 BRENWICK DR.  
PEORIA, IL 61614

Jenifer Sophia      09/27/2007  
Witness (2)      Date  
Address: 302 White Oak Ct.  
E. Peoria, IL 61611

ASSIGNMENT

WHEREAS, ASHLEY D. MENGES, residing at Radnor, Ohio, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Stephen C. Garnett, Amy L. Moore-McKee, Paul S. Petersen, Gerald A. Nuese and Daniel J. Whiting a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 9-24-2007; 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 Design 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 Design 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 Design Patent on said invention, when granted, to Caterpillar Inc.

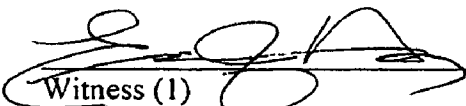
4. This assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR'S heirs and legal representatives.


IN TESTIMONY WHEREOF, ASSIGNOR has executed this instrument.

  
\_\_\_\_\_  
ASHLEY D. MENGES

24 SEPT 07  
\_\_\_\_\_  
Date

IN WITNESS OF the execution hereof by ASHLEY D. MENGES we have hereunto set our hands.

  
\_\_\_\_\_  
Witness (1)      24 SEPT 07  
Date  
Address: 1620 W COMRYORKS  
DUNCAP IL 61525

  
\_\_\_\_\_  
Witness (2)      SEPT. 24, 07  
Date  
Address: 5522 EAST CEDAR POINT DR  
CHILICOTHE, IL. 61528

ASSIGNMENT

WHEREAS, AMY L. MOORE-MCKEE, residing at Varna, Illinois, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Stephen C. Garnett, Ashley D. Menges, Paul S. Petersen, Gerald A. Nuese and Daniel J. Whiting a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 10-1-2007; 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 Design 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 Design 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 Design 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.

Amy Moore-Mckee  
AMY L. MOORE-MCKEE

10-1-07  
Date

IN WITNESS OF the execution hereof by AMY L. MOORE-MCKEE we have hereunto set our hands.

William A Kohlman 10-1-2007  
Witness (1) Date  
Address: 510 STONEWAY DRIVE  
MORTON, IL 61550

Dominique Mason 10/1/2007  
Witness (2) Date  
Address: 1321 PRINCE GEORGE  
WASHINGTON IL 61571

ASSIGNMENT

WHEREAS, PAUL S. PETERSEN, residing at Washington, Illinois, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Stephen C. Garnett, Ashley D. Menges, Amy L. Moore-McKee, Gerald A. Nuese and Daniel J. Whiting a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 9-27-2007, 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 Design 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 Design 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 Design 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.

Paul S. Petersen  
PAUL S. PETERSEN

9-27-07  
Date

IN WITNESS OF the execution hereof by PAUL S. PETERSEN we have hereunto set our hands.

[Signature] 9/27/07  
Witness (1) Date  
Address: 1301 West Jefferson St.  
Apt 25C  
Morton IL 61550

[Signature] 9-27-07  
Witness (2) Date  
Address: 16505 N IL RT 9  
Bushnell IL 61422

ASSIGNMENT

WHEREAS, GERALD A. NUESE, residing at Peoria, Illinois, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Stephen C. Garnett, Ashley D. Menges, Amy L. Moore-McKee, Paul S. Petersen and Daniel J. Whiting a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 10-2-2007; 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 Design 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 Design 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 Design 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.

Gerald A. Nuese  
GERALD A. NUESE

10-02-07  
Date

IN WITNESS OF the execution hereof by GERALD A. NUESE we have hereunto set our hands.

Blake L. Smith  
Witness (1) Date  
Address: 924 W Oakview  
Peoria, IL 61615

Kelsey Z. [unclear] 10/2/07  
Witness (2) Date  
Address: 100 Walnut Dr  
East Peoria, IL 61611

ASSIGNMENT

WHEREAS, DANIEL J. WHITING, residing at Normal, Illinois, hereinafter referred to as ASSIGNOR has invented together with Michael D. Betz, Stephen C. Garnett, Ashley D. Menges, Amy L. Moore-McKee, Paul S. Petersen and Gerald A. Nuese a new and useful

EARTH MOVING MACHINE

for which ASSIGNOR is about to file an international application and/or make application for Design 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 10-1-2007; 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 Design 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 Design 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 Design 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.

Daniel J. Whiting  
DANIEL J. WHITING

10/1/07  
Date

IN WITNESS OF the execution hereof by DANIEL J. WHITING we have hereunto set our hands.

John W. [Signature] 10/1/07  
Witness (1) Date  
Address: 116 Lexington Ct  
East Peoria, IL 61611

[Signature] 10/1/07  
Witness (2) Date  
Address: 607 W. Lawrence Ave  
Peoria, IL 61604