



12-20-2007

Form PTO-395 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

EET

103469835

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)**

Caterpillar Inc

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 12-10-07

- ☒ 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):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/983,285

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

12/19/2007, MICHAEL B. MCNEIL 80000026 11983285  
Authorized User Name Michael B. McNeil

01 FC:0021

40.00

**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. 22313-1450PATENT  
REEL: 020281 FRAME: 0702

Recordation Cover Sheet Cont'd

2. Shin Caterpillar Mitsubishi Ltd  
200 Main Akashi  
Japan 55555

## ASSIGNMENT

WHEREAS, Caterpillar Inc., a Delaware Corporation doing business at 100 NE Adams Street, Peoria, Illinois is the owner of an invention for

### BEARING RESTRICTING DEVICE IN SWASH PLATE HYDRAULIC PUMP OR MOTOR

for which ASSIGNOR has filed an application for Letters Patent in the United States of America (ser. No. 11/983,285, filed 11-09-07), such invention being described and identified by said application; and

WHEREAS, Caterpillar Inc., a Delaware corporation having a place of business at Peoria, State of Illinois, United States of America, and Shin Caterpillar Mitsubishi Ltd. a corporation of Japan whose post office address is 200 Main Akashi, Japan 55555 (hereinafter referred to as ASSIGNEES), hereinafter collectively referred to as ASSIGNEES, are desirous of jointly acquiring, each having an undivided interest, 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 ASSIGNEES, the receipt of which is hereby acknowledged by ASSIGNOR:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEES 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 ASSIGNEES, ASSIGNOR agrees to communicate to ASSIGNEES any facts known respecting said invention, to execute all papers necessary to file any application on said invention necessary or desirable to aid ASSIGNEES 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., and Shin Caterpillar Mitsubishi jointly.

4. This assignment shall inure to the benefit of ASSIGNEES, their 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.

Laurie J. Huxtable  
Caterpillar, Inc.

12-10-07  
Date

Name Printed Laurie J. Huxtable

Title Assistant Secretary

Cat 07-667