

**PATENT ASSIGNMENT**

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|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

**CONVEYING PARTY DATA**

| Name          | Execution Date |
|---------------|----------------|
| Jon Ellingson | 07/30/2009     |
| Ed Lagred     | 07/30/2009     |
| Jerry Walton  | 07/30/2009     |

**RECEIVING PARTY DATA**

|                 |                   |
|-----------------|-------------------|
| Name:           | CNH America LLC   |
| Street Address: | 500 Diller Avenue |
| City:           | New Holland       |
| State/Country:  | PENNSYLVANIA      |
| Postal Code:    | 17557             |

**PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12533799 |

**CORRESPONDENCE DATA**

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|                         |                       |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | CNHA:0032/YOD (19283) |
| NAME OF SUBMITTER:      | Patrick S. Yoder      |

Total Attachments: 4  
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## ASSIGNMENT

For good and valuable consideration from **CNH America LLC** (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at 500 Diller Avenue, New Holland, Pennsylvania 17557, receipt of such consideration being hereby acknowledged, We,

|                      |    |                   |
|----------------------|----|-------------------|
| <b>Jon Ellingson</b> | of | <b>Benson, MN</b> |
| <b>Ed Lagred</b>     | of | <b>Benson, MN</b> |
| <b>Jerry Walton</b>  | of | <b>Benson, MN</b> |

hereby sell and assign and convey unto Assignee, its successors and assigns, our entire right, title and interest:

in and to an invention entitled "**LEVEL SENSORS FOR METERING SYSTEM CONTAINER**" as set forth in U.S. Patent Application No. **12/533,799**, filed on **July 31, 2009** or executed on even date herewith;

in and to said Patent Application(s) listed above, and in and to all other patent applications now or hereafter filed in the United States and countries foreign to the United States (including divisional, continuation, reexamination, and reissue applications, and legal equivalents thereof) based upon said invention, and in and to the patent or patents granted thereon or issued therefrom, including reissues or the like thereof, if any, to the full end of the term or terms for which said patent or patents may be granted or issued, and all rights of priority in and to the above-listed Patent Application(s).

We authorize and request that any attorney associated with **PTO Customer No. 71475** may insert additional information identifying said PCT Patent Application, United States Patent Application and/or United States Provisional Application(s) after execution of this agreement.

We agree that any patent applications of any countries foreign to the United States which may be filed under any applicable international treaties and/or conventions based upon said invention(s) shall be filed in the name of Assignee with the right to claim priority to any earlier filed applications based upon said invention(s).

We hereby further agree that We shall, upon demand of Assignee, its successors or assigns, and without further consideration to me/us, communicate all facts known regarding the invention(s), testify in any legal proceeding, execute any and all papers, and generally do everything that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to be a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by me/us.

We hereby further agree and authorize the Commissioner of Patents and Trademarks of the United States and all other appropriate government officials for applicable countries foreign to the United States to issue any and all above-identified patents to Assignee.

INVENTOR 1:

Signature:   
Jon Ellingson

Date: 7/30/09

Witnessed by:   
Signature

Date: 30 July 2009

Ed Lagreed  
Printed Name of Witness

INVENTOR 2:

Signature:   
Ed Lagred

Date: 30 July 2009

Witnessed by:   
Signature

Date: 30 Jul 2009

Jerry WALTON  
Printed Name of Witness

INVENTOR 3:

Signature: *Jerry Walton*  
Jerry Walton

Date: 30 Jul 2009

Witnessed by: *E. Lagged*  
Signature

Date: 30 July 2009

*E. Lagged*  
Printed Name of Witness