

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kerry E Yinling	10/23/2008
Tim Juan	10/23/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	International Truck Intellectual Property Company, LLC
<b>Street Address:</b>	4201 Winfield Road
<b>City:</b>	Warrenville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60555
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12269929
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(630)753-3982
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	4201 Winfield Road
<b>Address Line 4:</b>	Warrenville, ILLINOIS 60555
<b>ATTORNEY DOCKET NUMBER:</b>	D6434 2009.0537
<b>NAME OF SUBMITTER:</b>	Mark C. Bach
<b>Total Attachments: 3</b> source=D6434_execAssignment#page1.tif source=D6434_execAssignment#page2.tif source=D6434_execAssignment#page3.tif	

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## JOINT ASSIGNMENT

WHEREAS, (1) Kerry E. Yingling; and (2) Tim Juan

residing, respectively, at (1) 4415 Indiana Ave., Fort Wayne, IN 46807; and (2) 6905 Pointe Inverness Way, Fort Wayne, IN 46804

(hereinafter referred to as ASSIGNORS) have invented certain new and useful improvements in INTERNATIONAL Docket No. D6434 titled:

**Air Intake Plenum for Air Induction Channel**

for which they are about to make application for Letters Patent in the United States, said application having a Declaration and Power of Attorney executed by ASSIGNORS respectively on (1) on the \_\_\_\_\_ day of \_\_\_\_\_, 2008; (2) on the \_\_\_\_\_ day of \_\_\_\_\_, 2008

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. \_\_\_\_\_ filed \_\_\_\_\_; and

WHEREAS, INTERNATIONAL TRUCK INTELLECTUAL PROPERTY COMPANY, LLC, a corporation existing under the laws of the State of Illinois, (hereinafter referred to as INTERNATIONAL) having its principal place of business at 4201 Winfield Road, Warrenville, Illinois 60555 is desirous of acquiring the entire right, title and interest in and to the aforesaid invention or inventions, and any Letters Patent granted hereon by the United States of America and any foreign country;

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration received by ASSIGNORS from INTERNATIONAL, the receipt of which is hereby acknowledged by ASSIGNORS, ASSIGNORS do hereby sell, assign, and transfer to INTERNATIONAL said invention or inventions, said application, divisional applications thereof, continuation applications thereof and any and all Letters Patent of the United States and any foreign country which may be granted therefor, and any reissue or reissues, or extension or extensions thereof, together with the right to file applications in, and to acquire Letters Patent in, all countries foreign to the United States in the name of INTERNATIONAL or as it may direct, and to claim for such foreign applications and Letters Patent the priority date of filing of the said International or United States application under the provisions of the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or the European Patent Convention in the countries in which it applies.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or inventions or resulting from said application, or any division or divisions or continuations thereof to INTERNATIONAL as assignee of the entire interest.

ASSIGNORS hereby authorize INTERNATIONAL to insert the serial number and date(s) of execution of said application into this document after execution thereof.

ASSIGNORS do hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

ASSIGNORS further covenant that they will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or inventions, or any Letters Patent that may be granted therefor in any country in INTERNATIONAL, and that if INTERNATIONAL desires to secure a division, reissue, reexamination, or renewal of any such Letters Patent, that a disclaimer relating thereto should be filed, or make application for a corresponding patent in any foreign country, that they will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the application for such division, reissue, reexamination, or extension and the procuring thereof, or for the filing of such disclaimer or foreign patent application without further compensation, but at the expense of INTERNATIONAL.

ASSIGNORS do further covenant and agree that they will, at any time, upon request, communicate to INTERNATIONAL any facts relating to said invention or inventions and Letters Patent, or the history thereof known to them, and testify as to the same in interferences or other litigation when requested so to do.

This assignment shall inure to the benefit of INTERNATIONAL, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs and legal representatives.

IN WITNESS WHEREOF, they have executed this instrument.

(1) Kerry E. Yingling this 23 day of October, 2008  
Kerry E. Yingling

State of Indiana )  
County of Allen )

On this 23<sup>rd</sup> day of October, 2008, before me came Kerry E. Yingling, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

Melanie Stralk  
Notary Public MELANIE STRALK  
RESIDENT: ALLEN Co.  
EXP. 11-11-09

(2) Tim Juan this 23 day of Oct, 2008

State of Indiana )  
County of ALLEN )

On this 23<sup>rd</sup> day of October, 2008, before me came Tim Juan, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

Melanie Strack  
Notary Public MELANIE STRACK  
RESIDENT: ALLEN Co  
Exp. 11-11-09