## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Sameer S. Marathe	12/08/2009
John J. Baldauf	01/05/2010

### **RECEIVING PARTY DATA**

Name:	Caterpillar Inc.
Street Address:	100 N.E. Adams
City:	Peoria
State/Country:	ILLINOIS
Postal Code:	61629-6490

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12641631

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Elias P. Soupos

Total Attachments: 3

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PATENT REEL: 023732 FRAME: 0881

PATENT

Attorney Docket No. 705643 CAT Reference No. 08-012

Leydig, Voit & Mayer, Ltd. Two Prudential Plaza, Suite 4900 180 North Stetson Avenue Chicago, Illinois 60601-6780

## ASSIGNMENT

Whereas, we,

Sameer S. Marathe, of: 1233 CHAVET ROAD, UNIT 201, NAPERVILLE, 12, 60563; and (Number and Street, or P.O. Box, City and State, ZIP Code)

John J. Baldauf, of: 2613 Rourke Dr., Aurora, IL 60503

have invented and own a certain invention entitled:

METHOD AND APPARATUS FOR CALCULATING PAYLOAD WEIGHT

for which invention we have executed an application for a U.S. patent, which was filed on December 18, 2009 \_\_\_\_, under U.S. Application No. \_\_\_\_12/641,631 \_\_\_\_, and

Whereas, Caterpillar Inc., of 100 N.E. Adams, Peoria, IL 61629-6490, hereinafter referred to as Assignee, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

Now, therefore, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filled in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

We hereby authorize the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

Upon said consideration, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to

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claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

We hereby covenant and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

In witness whereof, we have hereunder set our hands on the dates shown below.

Date 12/08/2009	fllmelle
Date 12/09/2009	Sameer S. Marathe
Date 12/08/100	Witness
Date 12/8/2009	Fruth McKerni Witness

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In witness whereof, we have hereunder set our hands on the dates shown below.

Date 01/05/2010

John J. Bajdjauf

Date 0/105/2410

Witness

Date 5 Jan 2010

Witness