

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Harain Verwaltungsgesellschaft MBH & CO. KG	06/30/2010
RECEIVING PARTY DATA	
Name:	Deere & Company
Street Address:	One John Deere Place
City:	Moline
State/Country:	ILLINOIS
Postal Code:	61265
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12574267
Application Number:	11659865
CORRESPONDENCE DATA	
Fax Number:	(309)749-0083
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	309-765-4451
Email:	patmolineuspto@johndeere.com
Correspondent Name:	Deere & Company
Address Line 1:	One John Deere Place
Address Line 4:	Moline, ILLINOIS 61265
ATTORNEY DOCKET NUMBER:	P20229-US
NAME OF SUBMITTER:	Stephen Michael Patton
<p>Total Attachments: 11 source=Assignment Harain Deere#page1.tif source=Assignment Harain Deere#page2.tif source=Assignment Harain Deere#page3.tif</p>	

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PATENT ASSIGNMENT AGREEMENT

BY AND BETWEEN

DEERE & COMPANY

AND

HARAIN VERWALTUNGSGESELLSCHAFT MBH & CO. KG

This **PATENT ASSIGNMENT AGREEMENT**, dated as of **30 June 2010** ("**Agreement Date**"), is entered into by and between **HARAIN VERWALTUNGSGESELLSCHAFT MBH & CO. KG**, a company established under the laws of Germany ("**Assignor**"), and **DEERE & COMPANY** ("**Assignee**"). Assignor on the one hand, and Assignee on the other hand, are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**" to this Agreement.

WHEREAS, Assignor has the right to assign the "**Assigned Patents**" (defined below);

WHEREAS, the parties agree to the assignment of patent rights in conjunction with the other tangible and intangible assets pursuant to other Transaction Agreements, as defined in the **Contract for Intellectual Property Application and Technology Transfer** dated as of **25/28 June 2010**, and as may be supplemented and amended ("**Acquisition Agreement**").

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Assignor and Assignee agree as follows:

Section 1. Definitions

1.1 **Definitions**. The capitalized terms used in this Agreement have the respective meanings as defined herein.

1.2 "**Assigned Patents**" shall mean all patents, including inventions, utility models and design patents and registrations and applications assigned by Assignor to Assignee pursuant to the Acquisition Agreement and identified as "**Assigned Patents**" in Exhibit A hereto.

1.3 "**Third Party**" means a person other than a Party or any director, officer or employee of a Party or an affiliate of a Party or their successors and assigns hereunder.

1.4 "**Priority Rights**" shall mean all patents, including inventions, utility models, and design patents and registrations and applications identified as "**Priority Rights**" in Exhibit A hereto.

1.5 "**Continuing Patents**" shall mean any patents or patent applications that claim priority to the Assigned Patents.

Section 2. Assignment

2.1 Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest to any and all patent ownership interest Assignor may have throughout the world in and to the Assigned Patents as of the Agreement Date. The assigned rights include all rights to file any US and Canadian patent applications claiming priority to the Assigned Patents. The assigned rights also include any right of priority to Priority Rights that is necessary to file such US or Canadian patent applications. These assigned rights are to be held and enjoyed by Assignee, its successors or assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2.2 Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Agreement Date and associated with the perfection of rights, title, and interest in and to the Assigned Patents, and, upon Assignee's written request, Assignor shall execute all documents and instruments, and shall do all lawful acts, in each case as may be

reasonably necessary and at Assignee's expense, to perfect Assignee's rights, title, and interest in and to the Assigned Patents.

For documents that require notarization, the foregoing obligation of Assignor shall be satisfied if Assignor reasonably cooperates in obtaining signatures, notarized by an appropriate notary.

Any notarial authentication, legalization, and the like of such notarized signatures shall be obtained by Assignee at Assignee's expense.

Assignee's representatives shall be responsible for preparing and translating any documents that Assignee records to perfect its right, title and interest in Assigned Patents in any jurisdiction.

2.3 Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Agreement Date and associated with the continuing prosecution and the maintenance and enforcement of the Assigned Patents, and Assignor shall have no obligation to pay any maintenance fees which become due for the Assigned Patents after Agreement Date.

2.4 No license, immunity, ownership interest, or other right is granted under this Agreement, now or hereafter, either directly or by implication, estoppel, or otherwise, except with respect to the Assigned Patents as expressly set forth herein.

2.5 At the request and cost of the Assignee, the Assignor shall assist the prosecution of any pending applications included among the Assigned Patents (the "Applications") to grant and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the Applications and for procuring the grant of a Patent pursuant to Applications. This duty of assistance shall extend to any applications filed after the Agreement Date and claiming priority to at least one of the Assigned Patents, including, without limitation, any divisional application, continuation application, continuation in part application, reissue application and applications undergoing re-examination.

2.6 In the event that a State Intellectual Property Office or any other competent government or administrative authority sends to either party an objection, a query, or a request demanding further information, clarification or explanation, the Assignor shall render to the Assignee all information and assistance within his power with a view to satisfying the State Intellectual Property Office or any other competent authority that a patent shall issue substantially in the form applied for.

2.7 In the event that the validity of the Assigned Patents and/or any patent granted pursuant to the Applications is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred in pursuance of this provision.

Section 3. Payment and Communication

3.1 The consideration for the assignments and other rights granted to Assignee under this Agreement consists of the substantial benefits derived by Assignor and Assignee, as set forth in

the Acquisition Agreement, and the consummation of the transactions contemplated thereby, there being no further consideration or royalty payable in respect thereof.

3.2 Any notice, request, instruction or other document or communications required or permitted to be given hereunder by any party hereto to the other party hereto will be provided in accordance with the terms of the Acquisition Agreement.

Section 4. Enforcement

4.1 Assignor agrees to promptly notify Assignee in writing of any infringement or misappropriation or claim of infringement of third party rights in respect of any of the Assigned Patents to which Assignor becomes aware and will provide Assignee with any and all evidence in its possession, if any, of such infringement or misappropriation.

4.2 In the event of any infringement or misappropriation or claim of infringement of third party rights in respect of any of the Assigned Patents (or Continuing Patents) for acts that have been committed at any time, including both before and after the Agreement Date, and for legal wrongs or claims that arise at any time, including both before and after the Agreement Date, Assignee will have the right to determine an appropriate course of action to enforce or defend such Assigned Patents (or Continuing Patents) or otherwise abate the infringement or misappropriation thereof, to take (or refrain from taking) appropriate action to enforce or defend such Assigned Patents (or Continuing Patents), and, in the event that Assignee elects to take action, to control any litigation or other enforcement action, to enter into or permit the settlement of any such litigation or any other enforcement action with respect to such Assigned Patents (or Continuing Patents), and to recover and retain any monetary damages, settlement, royalties or other recovery arising from such settlement, litigation or other enforcement action. Assignor will use reasonable efforts to cooperate with Assignee at Assignee's expense, in any litigation or enforcement action under this Section 4.2 and Assignor will join as a party to any such litigation or other enforcement action as required by Law at Assignee's expense. Assignee shall indemnify and hold harmless Assignor against any and all Losses arising out of or in relation to (i) any such cooperation given by Assignor to Assignee and (ii) Assignor joining as a party to such litigation or other enforcement action, which Losses may include, without limitation, payment by Assignor of any Third Party legal costs as a result of Assignor joining as a party to such litigation or enforcement action.

Section 5. Term

5.1 This Agreement shall become effective as of the Agreement Date.

Section 6. Breach of Contract

If either Party shall breach its obligations under this Agreement, such breaching party shall be responsible to the other Party for all direct losses or damages caused by such breach, including without limitation lost profits suffered by the non-breaching party. The Parties expressly agree that, in the event a Party violates, defaults or fails to perform any of its respective covenants, obligations, agreements, representations or warranties contained herein, full legal remedy shall remain available to the non-defaulting party in such violation, default or failure, including the right to recover monetary damages or to secure such other relief appropriate to the circumstances.

Section 7. Resolution of Disputes

7.1 *Dispute Resolution Procedure.* The Parties will cooperate in good faith and use reasonable efforts to informally resolve any disputes, controversy or claim (the "Dispute") arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof. If the Parties are not able to informally resolve a dispute under this Agreement within thirty (30) days after such dispute arises, the following procedure will be used:

7.1.1 one Party hereto will serve upon the other Party a notice of dispute (the "Notice of Dispute") that summarizes the nature of the dispute and the efforts taken to resolve that Dispute to date;

7.1.2 within fifteen (15) Business Days of receipt of the Notice of Dispute, the Parties will conduct one meeting (which may take place by teleconference) of management level-representatives of each Party with knowledge of the subject matter of the dispute, which representatives will use commercially reasonable efforts to resolve the Dispute;

7.1.3 if the Dispute is not resolved at the meeting or meetings described in Section 7.1.2, then within fifteen (15) Business Days from the date of the last meeting, the Parties will schedule one meeting (which may take place by teleconference) of executive-level representatives of each Party, which representatives will use commercially reasonable efforts to resolve the dispute; and

7.1.4 if, following the executive-level meeting, the dispute remains unresolved, then such dispute will be finally brought for decision to the Landgericht Mannheim.

Section 8. No Representation and Warranties

Assignor makes no representation or warranty regarding the validity or enforceability of the Assigned Patents.

Section 9. Miscellaneous

9.1 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing), save as expressly stated herein. Each party hereto agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other party.

9.2 No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by each of the Parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement will be deemed to, or will, constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof.

9.3 If any provision of this Agreement or the application of any such provision to any person, Party or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other

provision of this Agreement and this Agreement will remain in full force and effect and will be effectuated as if such illegal, invalid or unenforceable provision is not part thereof.

9.4 This Agreement (including Exhibit A hereto), and the Acquisition Agreement (including any schedules and exhibits attached thereto or delivered in connection therewith), constitute the entire agreement between the Parties and supersede all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof and thereof. If there is conflict or contradiction between this Agreement and the Acquisition Agreement mentioned above, this Agreement shall prevail in relation to any issues arising out of or in connection with the Assigned Patents.

9.5 The terms and conditions of this Agreement will inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties hereto. This Agreement and the license and other rights granted or created hereunder may not be assigned, in whole or in part by Assignor without the prior written consent of Assignee, and any attempted assignment shall be null and void.

9.6 Nothing in this Agreement, express or implied, is intended to confer any rights or remedies hereunder on any Person other than Assignee or Assignor and their respective Affiliates or any of their respective successors and permitted assigns.

9.7 The Parties hereto acknowledge and agree that Exhibit A attached hereto is an integral part of this Agreement, and is hereby incorporated by reference herein and made a part hereof.

9.8 The headings of the articles, sections and paragraphs contained in this Agreement are inserted for convenience only and will not be deemed to constitute part of this Agreement or to affect the construction thereof.

9.9 The laws of Germany will govern the interpretation, construction, validity, performance and enforcement of this Agreement.

9.10 Assignee and Assignor each acknowledge that this Agreement has been prepared jointly by the Parties and shall not be strictly construed against any Party.

9.11 This Agreement may be executed in two or more counterparts, each of which will for all purposes be deemed to be an original but all of which together will constitute one and the same instrument.

9.12 Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing to implement this Agreement, including without limitation executing and delivering and recording any assignment required by local law, with terms consistent with this Agreement to the extent permitted by such local law, in the relevant country or jurisdictions.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

ASSIGNOR

**HARAIN
VERWALTUNGSGESELLSCHAFT MBH &
CO. KG**

By:

Name:
Title:



ASSIGNEE

DEERE & COMPANY

By:

Name:
Title:



Ludwig Rapp

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EXHIBIT A

ASSIGNED PATENTS

Name of Assigned Patent	Country	Patent or Application Number	Status:
TRAVELING MECHANISM FOR AGRICULTURAL MACHINES AND OFF-ROAD VEHICLES HAVING AN ENDLESS BELT-BAND TRAVELING GEAR AND A CORRESPONDING BELT-BAND TRAVELING GEAR	USA	12/574,267	Pending
Traveling Mechanism for Agricultural Machines and Off-Road Vehicles Having an Endless Belt -Band Traveling Gear and a Corresponding Belt-Band Traveling Gear	USA	11/659,865	Abandoned
TRAVELLING MECHANISM FOR AGRICULTURAL MACHINES AND OFF-ROAD VEHICLES HAVING AN ENDLESS BELT-BAND TRAVELLING GEAR AND A CORRESPONDING BELT-BAND TRAVELLING GEAR	CANADA	CA 2576984	Pending

PRIORITY RIGHTS

Country	Priority Date	Application Number
Germany	07-26-2005	10 2005 035 507.2
Germany	12-28-2004	20 2004 020 124.0
Germany	08-11-2004	20 2004 012 552.8

END OF EXHIBIT A

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Harain Verwaltungsgesellschaft MBH & Co. KG

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

2. Name and address of receiving party(ies)

Name: Deere & Company

Internal Address: Legal Department

Street Address: One John Deere Place

City: Moline

State: IL

Country: USA Zip: 61265

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) June 30, 2010

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/574,267

11/659,865

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Deere & Company

Internal Address: _____

Street Address: One John Deere Place

City: Moline

State: Illinois Zip: 61265

Phone Number: 309-765-5543

Fax Number: 309-749-0083

Email Address: PatMolineUSPTO@JohnDeere.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-0525

Authorized User Name Carolyn McKay

9. Signature:

/Stephen Michael Patton #36235/
Signature

07-12-2010
Date

Stephen M. Patton
Name of Person Signing

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

9

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.