## 502548544 10/28/2013

# PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2594092

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT			
CONVEYING PARTY DATA				
Name		Execution Date		
MICHAEL J. MARTHALER		10/28/2013	ĺ	

#### RECEIVING PARTY DATA

Name:	CUMMINS IP, INC.
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Postal Code:	47201

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14065098

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ATTORNEY DOCKET NUMBER:	12-0692-EBU
NAME OF SUBMITTER:	BRYAN J. MASSEY
Signature:	/Bryan J. Massey/
Date:	10/28/2013

Total Attachments: 2

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PATENT REEL: 031492 FRAME: 0917 000000t

DOCKET NUMBER: 12-0692-EBU

## **ASSIGNMENT**

Whereas, the undersigned Inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") in:

TITLE OF THE INVENTION: LUBRICANT LEVEL CONTROL FOR LUBRICATED SYSTEMS

and further identified by the Docket Number provided above in the header of this Assignment, for which an application for a United States Patent was executed concurrently herewith or was filed on October 28, 2013 having U.S. Patent Application No.: 14/065,098.

Whereas, Cummins IP, Inc., a corporation of Indiana having a place of business at 500 Jackson St. MC 60113, Columbus, IN 47201 (herein referred to as Cummins IP, Inc.) desires to acquire, and each undersigned Inventor desires to grant to Cummins IP, Inc., the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned Inventor ("ASSIGNOR") hereby sells, assigns, and otherwise transfers to Cummins IP, Inc. (the "ASSIGNEE"), its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefore in the United States and in all foreign countries and jurisdictions, including all divisions, divisionals, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned Inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to Cummins IP, Inc., its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by Cummins IP, Inc., its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned Inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in Cummins IP, Inc., its successors, legal representatives, and assigns, whenever requested by Cummins IP, Inc., its successors, legal representatives, or assigns.

Each undersigned Inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to Cummins IP, Inc. and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned Inventor also hereby grants Cummins IP, Inc., its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of Indiana, and any disputes will be resolved in a Indiana state court or federal court sited in Indiana.

[Inventor Signature Page(s) Follows]

## DOCKET NUMBER: 12-0692-EBU

The undersigned hereby authorize the patent practitioners filing the U.S. Patent Application referenced herein to add the application serial number and filing date to this assignment document.

Assignor: Muchael A. Matthali

Date: <u>10/28/2013</u>

On this 28 day of 1000, 2013, before me personally appeared said Michael J. Malthakeknown to me to be the person who executed the above instrument and acknowledged to me that he or she executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My Commission expires: ⊆

PATRICIA GALE WHITTING ON

Notary Public, State of Indiana
Bartholomew County
Commission & 560048
My Commission Expires
January 23, 2015