

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT4137193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CUMMINS MID-SOUTH LLC	10/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CUMMINS INC.
<b>Street Address:</b>	500 JACKSON ST.
<b>City:</b>	COLUMBUS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47201
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9194306
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	8123773124
<b>Email:</b>	joseph.sawin@cummins.com
<b>Correspondent Name:</b>	JOSEPH SAWIN
<b>Address Line 1:</b>	500 JACKSON ST.
<b>Address Line 4:</b>	COLUMBUS, INDIANA 47201
<b>NAME OF SUBMITTER:</b>	JOSEPH SAWIN
<b>SIGNATURE:</b>	/Joseph Sawin/
<b>DATE SIGNED:</b>	11/10/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	
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## ASSIGNMENT OF PATENT RIGHTS

WHEREAS, Cummins Mid-South LLC, (hereinafter referred to together as "Assignor") have made one or more new and useful inventions or discoveries regarding HAZARDOUS LOCATION DIESEL ENGINE POWER UNIT WITH PROTECTED CONTROLS FOR AUTOMATIC SHUTDOWN (hereinafter collectively referred to as "the Invention") for which one or more United States patent applications, international patent applications, and/or foreign patent applications have been or may in the future be filed; and

WHEREAS, Cummins Inc., a legal entity organized under the laws of Indiana (hereinafter referred to as "Assignee"), desires to acquire from Assignor their entire right, title and interest in, to and under the Invention, and any and all United States, foreign and/or international patent applications and/or patents which disclose, describe and/or claim subject matter of the Invention;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient consideration to each of the Assignor, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, and transfer unto Assignee, the undivided entire right, title, and interest in, to and under (i) the Invention, (ii) any and all United States, foreign and/or international patent applications which disclose, describe and/or claim subject matter of the Invention and the right to claim priority thereto and therefrom, (iii) any and all United States or foreign patents which disclose, describe and/or claim subject matter of the Invention, (iv) any and all divisionals, continuations, continuations-in-part, foreign counterparts, reexaminations, reissues, extensions and applications claiming the benefit of or priority to any of the foregoing, and (v) any and all rights to bring an action under, receive damages for infringement of and/or receive injunctive relief for infringement of any of foregoing (hereinafter collectively referred to as "the Assigned Patent Rights").

Assignor acknowledges and agrees that the Assigned Patent Rights include, without limitation, U.S. Patent 9,194,306 issued November 24, 2015.

Assignor further acknowledges and agrees that the Assigned Patent Rights include any and all future applications not filed at the time of execution of this agreement which disclose, describe and/or claim subject matter of the Invention, or which claim priority to or the benefit of an application or patent which discloses, describes and/or claims subject matter of the Invention. With respect to such future applications, Assignor hereby authorize Assignee, designated counsel thereof, or designated agents thereof to fill-in some or all of the following information on one or more copies of this document at the discretion of the Assignee, its designated counsel, or its designated agents:

Country: \_\_\_\_\_

Application No.: \_\_\_\_\_

Filing Date: \_\_\_\_\_

Assignor hereby authorizes and requests the Honorable Assistant Secretary and Commissioner for Patents and Trademarks to issue said Letters Patent to Assignee, its assigns and legal representatives. Assignor agree to execute any and all other papers necessary or desirable for the procurement of Letters Patent on the above referenced invention in this and all foreign countries for the use of Assignee.

Assignor represents and warrants that (i) Assignor is the rightful owner of the Assigned Patent Rights free and clear of any liens, attachments or encumbrances other than Assignor' obligations to make the present assignment to Assignee, (ii) no assignment, sale, or agreement respecting the Assigned Patent Rights has been made or entered into which would conflict with this Assignment, and (iii) Assignor has no obligation or duty which would preclude or conflict with this agreement. Assignor covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Assignment.

Assignor and Assignee acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this agreement embodies the entire and only understanding of each of them with respect to the subject matter of this agreement; (iii) no oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this agreement; and (iv) if any provision of this agreement is held to be unlawful or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this agreement will continue in full force and effect and be enforceable.

This agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Indiana, without regard to choice of law or conflict of laws principles. All disputes and litigation regarding this agreement, its construction and matters connected with its performance shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of Indiana or the courts of Hamilton County, Indiana and Assignor and Assignee hereby waive any challenge to the jurisdiction or venue over these matters is said courts.

This agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this agreement. This agreement may be executed by facsimile signatures or other electronic means and such signatures shall be deemed to bind each party as if they were original signatures.

[Signature Pages Follow]

EXECUTED this 7<sup>th</sup> day of October, 2016.



David Geraghty, Cummins Mid-South LLC

STATE OF INDIANA )

) : SS

COUNTY OF MAKON )

Before me, a Notary Public, in and for said County and State, personally appeared David Geraghty who, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Assignment" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 7<sup>th</sup> day of October, 2016.

  
Notary Public



Printed: TRACEY L. Woolsey

Resident of Morgan County

My Commission Expires:

April 3, 2023

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
TBD

STATE OF \_\_\_\_\_ )  
  ) : SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared TBD, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Assignment" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

Resident of \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_