

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4254100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADALBERT ZIMMER	12/04/2014
ESTEL G. OWENS	08/22/2011
RECEIVING PARTY DATA	
Name:	CATERPILLAR GLOBAL MINING AMERICA LLC
Street Address:	2045 WEST PIKE STREET
City:	HOUSTON
State/Country:	PENNSYLVANIA
Postal Code:	15324-1010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14562322
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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>	
Phone:	202-408-4000
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Correspondent Name:	CATERPILLAR/FINNEGAN, HENDERSON, L.L.P.
Address Line 1:	901 NEW YORK AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20001-4413
ATTORNEY DOCKET NUMBER:	08E50.1613-00000
NAME OF SUBMITTER:	MITTY A. WATTERS
SIGNATURE:	/Mitty A. Watters/
DATE SIGNED:	02/01/2017
Total Attachments: 4	
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source=08350-1613-assign#page2.tif	
source=08350-1613-assign#page3.tif	
source=08350-1613-assign#page4.tif	

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

SPROCKET FOR A TRACK-TYPE MACHINE

for which I/We will or have filed a patent application; and

WHEREAS, CATERPILLAR GLOBAL MINING AMERICA LLC, a corporation of DELAWARE whose post office address is 2045 West Pike Street, Houston, PA 15324-1010 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, and in and to the patent application for this invention and any and all patents to be issued upon this application throughout the world;

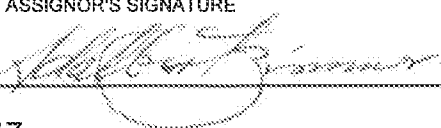
NOW THEREFORE, be it known that for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all patents which may be granted thereon, and all reissues thereof, as well as all rights to claim priority in any country or jurisdiction or patent office on the basis of this application, and all applications for patents which may hereafter be filed for this invention in any country or jurisdiction or patent office and all patents which may be granted on this invention in any country or jurisdiction or patent office, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request any official of any country or jurisdiction or patent office whose duty it is to issue patents on applications as described above, to issue all patents for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country or jurisdiction or patent office, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns;

AND, I/WE HEREBY authorize Assignee or the attorneys/representatives of Assignee to insert here in parentheses the country, application number, and official filing date (_____ Application No. _____, filed _____).

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

1. FULL NAME OF SOLE OR FIRST ASSIGNOR Adalbert ZIMMER	ASSIGNOR'S SIGNATURE 	DATE 12-4-2014
ADDRESS 520 Pike Street, Meadowlands, PA 15347		CITIZENSHIP USA

1. WITNESS NAME <i>Barry Thompson</i>	WITNESS SIGNATURE <i>Barry Thompson</i>	DATE <i>12-4-14</i>
ADDRESS <i>3054 Washington Rd.</i>		CITIZENSHIP <i>USA</i>
<i>McMurray PA 15317</i>		

2. WITNESS NAME <i>Andrew Szafraniec</i>	WITNESS SIGNATURE <i>Andrew Szafraniec</i>	DATE <i>12/4/14</i>
ADDRESS <i>125 Marshall Ave.</i>		CITIZENSHIP <i>USA</i>
<i>Meadowlands, PA 15347</i>		

2. FULL NAME OF SECOND ASSIGNOR, IF ANY <i>Estel OWENS</i>	ASSIGNOR'S SIGNATURE	DATE
ADDRESS <i>823 East Wheeling Street, Washington, PA 15301-3746</i>		CITIZENSHIP <i>USA</i>

1. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

2. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

INTELLECTUAL PROPERTY AGREEMENT

Owens
(PLEASE PRINT) Last Name

Estel
First Name

G
Initial

057131
I.D. No.

Houston, PA
Facility

In consideration of my employment by Caterpillar Inc. or its subsidiaries or affiliates (the "Company"), I agree that the following is applicable worldwide:

1. Assignment of Developments

I will promptly disclose to the Company's Intellectual Property Department any inventions, ideas, discoveries, or designs, and any improvements thereof ("Developments") conceived, created or made by me which:

- relate to the Company's business or to the Company's actual or planned research and development, or
- are suggested by or result from any task assigned to me or work performed by me for the Company.

Examples of Developments include hardware and apparatus, processes and methods, formulas, copyrightable works, mask works, and computer programs and techniques.

I hereby assign to the Company all intellectual property rights in Developments, and agree to assist the Company in obtaining protection on such Developments. In accordance with the law of certain states, my agreement to disclose and to assign Developments does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time unless the invention:

- relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development; or
- results from any work performed by me for the Company.

I will promptly review, execute, and deliver all applications, assignments, or other instruments and will perform such acts as Company may reasonably deem necessary or advisable to enable Company to register or otherwise protect its rights in any Developments covered by this Agreement.

All of my unpatented prior Developments or Intellectual property rights which are not part of this Agreement are listed below.

2. Non-Disclosure and Non-Use of Confidential Information and of Trade Secrets

I agree that I will not use trade secrets or confidential information of the Company or of others with whom the Company has contact ("information"), except while I am employed by the Company and only for the best interests of the Company. Examples of such information are all forms and types of financial, business, scientific, technical, economic or engineering information, including processes, methods, techniques, systems, formulas, drawings, photographs, software in any form, machine readable records, patterns, plans, models, devices, compilations, customer and dealer documents or data, financial information, computer passwords, log-in ID's, access codes, calling card numbers, and information on or from the Company's computer or telecommunication systems.

I will not use such information for myself or others, nor will I disclose it to others during or after my employment, unless specifically authorized to do so in writing by the Company. I agree that I will contact the Company's Intellectual Property Department if I have any questions as to whether any specific information constitutes information.

The Company expects all employees to comply with any obligations which they may have to maintain the confidentiality of any trade secrets or other information received prior to joining the Company. Therefore, I will comply with all obligations to maintain the confidentiality of trade secrets or of confidential information belonging to others. I will not disclose to the Company any trade secrets or confidential information belonging to others or use such trade secrets or confidential information for the benefit of the Company without the express written permission of the owner of the trade secrets or of the confidential information. I agree that I

will contact the Company's Intellectual Property Department if I have any questions as to the status of information belonging to others or if I am asked to disclose any trade secrets or other information which I am obligated to maintain in confidence.

3. Return of Property

When my employment terminates, I will return to the Company all material in my possession pertaining to information. I acknowledge that since information can have an unlimited life, it is reasonable that my related obligations under this Agreement be likewise unlimited in time and continue beyond termination of my employment.

4. Electronic Communications and Corporate Records Guidelines

I understand and agree to comply with the Company's computer and telecommunications security guidelines, Electronic Communication Guidelines (printed on the back of this sheet), and Corporate Records Management Program.

5. Obligations are Part of Employment

I understand that I am an employee at-will unless my employment is subject to a collective bargaining agreement or other written contract. I recognize that all of the above obligations are and will be part of my normal duties and responsibilities and are and will be part of my consideration to the Company for salary or wages paid to and benefits received by me. I further understand that the obligations in this Agreement relate only to intellectual property matters and this Agreement does not include a comprehensive list of my normal duties and responsibilities required by the Company.

6. No Conflicting Agreements

I am not a party to any other agreement which conflicts with this Agreement, except as identified below.

7. Severability

If any provision of this Agreement is finally determined to be invalid under applicable law such provision shall be inapplicable and deemed omitted from this Agreement, but the remaining provisions shall be given full force and effect in, accordance with the manifest intent hereof.

A. Unpatented prior Developments or intellectual property rights which are not part of this Agreement:

B. Non-compete, confidentiality, or other agreement(s) which conflict with this Agreement:

Date: 8-22-11

Signed: [Signature]

(PLEASE PRINT) Last Name

First Name

Initial

I.D. No.

Facility

INTELLECTUAL PROPERTY AGREEMENT, cont.

ELECTRONIC COMMUNICATION GUIDELINES

Electronic communications - including any access to or exchange of data via e-mail, the Internet or Intranet, voice mail, or otherwise - are a vital and growing segment of our business communications. Users of these systems are responsible for the communications in which they engage and for the resulting Caterpillar records that they create, send, forward or save and for doing so only in accordance with these guidelines.

1. The electronic communication and information systems and related equipment (the Systems) are provided by and are the property of Caterpillar, as is all information residing on or carried by these Systems. As a condition of your use of the Systems, you acknowledge and agree that Caterpillar may, at its discretion and for legitimate business purposes, inspect, use, or disclose your communications and related information without further notice. You should have no expectation of personal privacy associated with your use of the Systems.
2. Unauthorized access to the Systems is prohibited, and Caterpillar takes reasonable precautions to secure the Systems from such access. Authorized users must exercise reasonable care to maintain the security of the Systems, including the use and management of required passwords. However, password protection is for the security of Caterpillar and the Systems, and does not imply that communications are private or confidential to individuals.
3. The Systems are intended for Caterpillar business. You may not use the Systems for personal gain, for purposes not reasonably related to the conduct of Caterpillar business, or in any manner that harms other individuals or Caterpillar.
4. Use of the Systems should be businesslike, courteous, and civil, and must comply with laws and regulations such as those regulating trademarks, copyrighted material, threatening or obscene material, and confidential, proprietary, or trade secret information. Use that is harassing, discriminatory, defamatory, disruptive or offensive to others, illegal or criminal, or that involves obscene, vulgar, or sexually explicit content, is prohibited. Although your use of the Systems indicates your consent that Caterpillar may, at its discretion, inspect, use, or disclose any resulting information, such inspection is not systematic or guaranteed. Caterpillar depends upon users to report inappropriate, offensive, illegal material to Caterpillar management.
5. Communication must clearly disclose the originator, sender, and intended recipient. If you receive a communication by mistake, you should stop reading as soon as you realize it was not meant for you and notify the sender or your system administrator immediately. It is impermissible, and may be illegal, to purposely read communications intended for another person without permission of that person or of Caterpillar. If you forward a communication originated by someone else, do not make changes without clearly disclosing that you have done so.

6. Communications outside of Caterpillar, for example, via the Internet, Electronic Data Interchanges, direct modem connections, or otherwise, often travel through systems not under the control of Caterpillar, and might be intercepted and misused. Therefore, confidential information must not be communicated outside of Caterpillar unless clearly marked as to its confidential status. Privileged information, such as communications between an attorney and client, must not be shared without prior Legal Services Division approval.

7. Marking communications as confidential does not necessarily protect them for disclosure or misuse, and Caterpillar guidelines might require the use of encryption. However, encryption may be employed only where Caterpillar has authorized its use and has been provided with all keys necessary for decryption. You may not intentionally encode or encrypt files to make them unreadable by authorized Caterpillar representatives.

8. Use of the Systems creates records that can be difficult to eliminate. Communications or related information might be printed or saved and might exist on backup media or otherwise be retrievable from the Systems for indeterminate periods of time. Therefore, you should be aware that mere "deletion" of a communication does not ensure removal of it or of related information from the Systems. Consider this when drafting and sending communications.

9. Various other Caterpillar policies, procedures, and practices apply to electronic communications and Systems. Examples include guidelines established by the Corporate Records Management Program, Corporate Information Services, Corporate Travel Services, Corporate Identity, and your facility and business unit. It is your responsibility to manage your electronic communications in accordance with all such direction.

Use of the Caterpillar Systems is a privilege. Inappropriate use may result in disciplinary action, up to and including termination. In addition, failure to follow these guidelines could subject both Caterpillar and you, the individual user, to legal liabilities and embarrassment. You should report any misuse to your supervisor, your facility Human Resources or Information Services manager, or to Security.

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RECORDED: 02/01/2017

REEL: 041145 FRAME: 0323