505734736 10/22/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TIMOTHY SHIPP	10/17/2019

RECEIVING PARTY DATA

Name:	CUMMINS INC.
Street Address:	500 JACKSON STREET
City:	COLUMBUS
State/Country:	INDIANA
Postal Code:	47201

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16657068

CORRESPONDENCE DATA

Fax Number: (317)713-3699

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.

Phone: 317-713-3500

Email: taft-ip-docket@taftlaw.com

Correspondent Name: CUMMINS INC. TAFT, STETTINIUS & HOLLISTE

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Address Line 2: SUITE 3500

Address Line 4: INDIANAPOLIS, INDIANA 46204-2023

ATTORNEY DOCKET NUMBER:	CECO-1747
NAME OF SUBMITTER:	LISA SCHODROWSKI
SIGNATURE:	/Lisa Schodrowski/
DATE SIGNED:	10/22/2019

Total Attachments: 2

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PATENT 505734736 REEL: 050790 FRAME: 0314

COMBINED DECLARATION AND ASSIGNMENT OF PATENT RIGHTS

WHEREAS, the below-named person (hereinafter referred to as "Assignor" or "Inventor") has made one or more new and useful inventions which are claimed, disclosed and/or described in the patent application identified in Section I. below (hereinafter collectively referred to as "the Invention");

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

NOW, THEREFORE, for good, valuable and sufficient consideration to the Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

I. DECLARATION

As the below-named Inventor I hereby declare that:

This declaration is directed to the application entitled EARLY INTAKE VALVE CLOSING AND VARIABLE GEOMETRY TURBOCHARGER CONTROL:

X is attached here	eto, or	
was filed as	Patent Application No	on

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT OF PATENT RIGHTS

A. Assignment of Patent Rights

Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to and under (i) the Invention, (ii) any and all United States, foreign and international patent applications which claim, disclose or describe the Invention including, without limitation, the application identified in Section I. above, (iii) any and all continuations, continuations-in-part, divisionals, foreign counterparts, reexaminations, reissues, extensions and applications claiming the benefit of or priority to any of the foregoing, (iv) any and all rights to claim priority to any of the foregoing, and (v) any and all rights to bring an action under, receive and collect damages for infringement of any of the foregoing and/or obtain 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 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 authorizes Assignee, its counsel, or its agents to append information identifying such applications as an Exhibit A to this document at the discretion of Assignee, its attorneys, or its agents.

COMBINED DECLARATION AND ASSIGNMENT CECO-1747/19-0081-EBU (US-NP) Page 1 26037400.1

B. Agreement to Execute Additional Documents and Provide Burther Assistance

Assignor agrees to execute any and all other documents necessary or desirable to document, memorialize or perfect Assignee's interest in the Assigned Patent Rights and to execute any and all other documents and to provide any further assistance necessary or desirable for the procurement of patent rights on the above referenced invention in the United Sates and all foreign countries.

C. Binding, Complete and Enforceable Agreement

Assignor acknowledges that (i) this is an enforceable agreement; (ii) this agreement embodies the entire and only understanding between Assignor and Assignee 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.

D. Execution

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 binding as if they were original signatures.

EXECUTED this \(\frac{1}{7} \) day of \(\frac{0ctober}{10ctober} \), 2

Timothy Shipp

COMBINED DECLARATION AND ASSIGNMENT CECO-1747/19-0081-EBU (US-NP) Page 2 26037400.1

RECORDED: 10/22/2019

PATENT REEL: 050790 FRAME: 0316