

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6800562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICHOLAS A. OETKEN	03/23/2021
TODD A. IMPOLA	03/23/2021
TIMOTHY M. O'DONNELL	07/10/2007
SHANNON G. DUDLEY	04/07/2021
RECEIVING PARTY DATA	
Name:	CATERPILLAR PAVING PRODUCTS INC.
Street Address:	9401 85TH AVENUE N
City:	BROOKLYN PARK
State/Country:	MINNESOTA
Postal Code:	55445-2199
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17077474
CORRESPONDENCE DATA	
Fax Number:	(703)413-2220
<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:	(703) 413-3000
Email:	knewett@oblon.com
Correspondent Name:	OBLON, ET AL.
Address Line 1:	1940 DUKE STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	20-0252US01
NAME OF SUBMITTER:	KRISTIN NEWETT
SIGNATURE:	/Kristin Newett/
DATE SIGNED:	07/07/2021
Total Attachments: 6	
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Attorney Docket No. 20-0252US01/531067US

ASSIGNMENT

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

ADJUSTABLE MASS ECCENTRIC FOR MULTI-AMPLITUDE VIBRATORY MECHANISM FOR COMPACTOR AND SYSTEM AND METHOD THEREOF

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

WHEREAS, Caterpillar Paving Products Inc., a corporation of Oklahoma whose post office address is 9401 85th Avenue N, Brooklyn Park, Minnesota 55445-2199, U.S.A. (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 (United States Application No. 17/077,474 filed October 22, 2020).

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

SOLE/JOINT INVENTION
(Worldwide Rights)

1. FULL NAME OF SOLE OR FIRST ASSIGNOR Nicholas A. OETKEN	ASSIGNOR'S SIGNATURE <i>Nicholas A. Otto</i>	DATE Mar 23, 2021
ADDRESS 10338 Quail Circle North Brooklyn Park, MN 55443		CITIZENSHIP USA

1. WITNESS NAME <i>Mike S. Henry</i>	WITNESS SIGNATURE <i>Mike S. Henry</i>	DATE March 23, 2021
ADDRESS 11688 89th Av. North Maple Grove, MN 55369		CITIZENSHIP USA

2. WITNESS NAME <i>Robert Hohmann</i>	WITNESS SIGNATURE <i>Robert Hohmann</i>	DATE 3/23/2021
ADDRESS 28884 96th St. NW Zimmerman, MN 55398		CITIZENSHIP USA

2. FULL NAME OF SECOND ASSIGNOR, IF ANY Todd A. IMPOLA	ASSIGNOR'S SIGNATURE	DATE
ADDRESS 14003 Knollway Dr. S Minnetonka, MN 55305		CITIZENSHIP

1. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

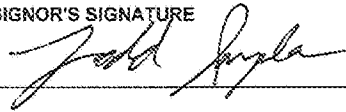
2. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

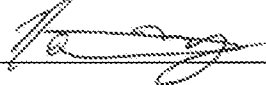
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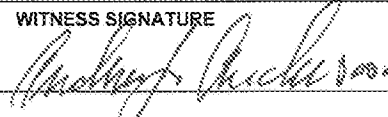
1. FULL NAME OF SOLE OR FIRST ASSIGNOR Nicholas A. OETKEN	ASSIGNOR'S SIGNATURE	DATE
ADDRESS 10338 Quail Circle North Brooklyn Park, MN 55443		CITIZENSHIP

1. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

2. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

2. FULL NAME OF SECOND ASSIGNOR, IF ANY Todd A. IMPOLA	ASSIGNOR'S SIGNATURE 	DATE 3/23/2021
ADDRESS 14003 Knollway Dr. S Minnetonka, MN 55305		CITIZENSHIP USA

1. WITNESS NAME Nathaniel S. Day	WITNESS SIGNATURE 	DATE 03/23/2021
ADDRESS 17000 66th Ave N, Maple Grove, MN 55311		CITIZENSHIP USA

2. WITNESS NAME Andrew J. Anderson	WITNESS SIGNATURE 	DATE 3/23/2021
ADDRESS 10605 Greenfield Rd Loretto MN 55357		CITIZENSHIP USA.

INTELLECTUAL PROPERTY AGREEMENT

O'Donnell Timothy M [REDACTED] [REDACTED] [REDACTED]
(PLEASE PRINT) Last Name First Name Initial I.D. No. Social Security No. Facility

... 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.

All of my 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. Prior Developments or Intellectual property rights which are not part of this Agreement:

B. Other agreement(s) which conflict with this Agreement:

Date: 7/10/07
Signed: [Signature]

ELECTRONIC COMMUNICATION GUIDELINES

Electronic communications are made possible through a network of computers, servers, and other systems. These systems are used for a variety of purposes, including but not limited to, the exchange of information and the creation of records. 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, and 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 hereby have no expectation of personal privacy with respect to your use of the Systems.
2. Caterpillar has implemented the Systems to facilitate and secure the Systems from such risks as unauthorized access and exposure of data. It may be necessary for access to the Systems, including the transmission of data, to use passwords. Therefore, passwords should be kept confidential and secure, and should not be shared with unauthorized individuals.
3. The Systems are provided for Caterpillar business. You may not use the Systems for personal and/or purposes not reasonably related to the conduct of Caterpillar business, or in any manner that is otherwise prohibited by Caterpillar.
4. Use of the Systems must comply with applicable laws and regulations, such as those regulating trademarks, copyright, and/or 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. The use of confidential information sent via such systems is subject to Caterpillar, unless clearly indicated otherwise. All e-mail addresses provided internally must be approved by the Business Unit, and may be subject to review by the 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 when Caterpillar has authorized its use and has been provided with all keys necessary for decryption. You may not intentionally create or encrypt files to make them inaccessible by authorized Caterpillar representatives.
8. Use of the Systems creates records that can be difficult to eliminate. Communications or related information might be printed, stored, 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 information does not ensure removal of it from the Systems. Caterpillar does not guarantee confidentiality.
9. Caterpillar's corporate policies, procedures, and practices apply to electronic communications and systems, as well as the guidelines established by the Corporate Records Management Program, Corporate Information Security, Caterpillar Travel Services, Corporate Security, and your family and business unit. It is your responsibility to manage your electronic communications in accordance with all such direction.

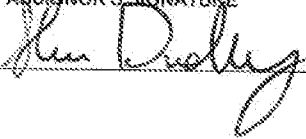
Use of the Caterpillar System is a privilege. Inappropriate use could result in disciplinary action, up to and including termination. In addition, failure to follow these guidelines could subject both Caterpillar and you, the individual user, to legal liabilities and consequences. You should report any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

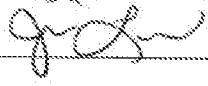
SOLE/JOINT INVENTION
(Worldwide Rights)

3. FULL NAME OF THIRD ASSIGNOR, IF ANY Timothy M. O'DONNELL	ASSIGNOR'S SIGNATURE	DATE
ADDRESS 559 Park Lane Long Lake, MN 55356		CITIZENSHIP

1. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

2. WITNESS NAME	WITNESS SIGNATURE	DATE
ADDRESS		CITIZENSHIP

4. FULL NAME OF FOURTH ASSIGNOR, IF ANY Shannon G. DUDLEY	ASSIGNOR'S SIGNATURE 	DATE 4/7/21
ADDRESS 4306 Sunnyside Road Edina, MN 55424		CITIZENSHIP USA

1. WITNESS NAME Jill Lee	WITNESS SIGNATURE 	DATE 4/7/21
ADDRESS 4304 Sunnyside Rd. Edina MN 55424		CITIZENSHIP USA

2. WITNESS NAME Jason Lalonde	WITNESS SIGNATURE 	DATE 4/7/2021
ADDRESS 4306 Sunnyside Rd Edina mn 55424		CITIZENSHIP USA