

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6819481

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CATERPILLAR, INC.		11/24/2020
RECEIVING PARTY DATA		
Name:	TWIN DISC, INC.	
Street Address:	1328 RACINE ST.	
City:	RACINE	
State/Country:	WISCONSIN	
Postal Code:	53403	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	9110467	
Patent Number:	9067664	
Patent Number:	9114864	
Patent Number:	9187164	
Application Number:	14101779	
Patent Number:	9067665	
Application Number:	14101392	
Patent Number:	9701381	
Application Number:	14108996	
Patent Number:	9376198	
Patent Number:	9714071	
Application Number:	15073688	
Patent Number:	9849959	
Patent Number:	10518855	
CORRESPONDENCE DATA		
Fax Number:	(414)225-9753	
<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>		
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Correspondent Name:	JAY G. DURST
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ATTORNEY DOCKET NUMBER:	1841.000
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NAME OF SUBMITTER:	JAY G. DURST
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SIGNATURE:	/Jay G. Durst/
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DATE SIGNED:	07/19/2021
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Total Attachments: 5

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EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made and entered into as of November 24, 2020, by and between TDI, Inc., a corporation organized under the laws of the State of Wisconsin ("TDI") and Caterpillar, Inc., a corporation organized under the laws of the State of Delaware ("Caterpillar"), pursuant to the Termination and Settlement Agreement, dated as of November 24, 2020 (the "Agreement").

WHEREAS, under the terms of the Agreement, Caterpillar has conveyed, transferred, and assigned to TDI, certain Program Intellectual Property and Program Technology (as those terms are defined in the Agreement) and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Caterpillar agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Caterpillar hereby irrevocably conveys, transfers, and assigns to TDI all of Caterpillar's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Caterpillar accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Caterpillar hereby authorizes the Commissioner for Patents, and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to

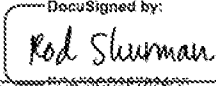
record and register this IP Assignment upon request by TDI. Following the date hereof, upon TDI's reasonable request, and at TDI's sole cost and expense, Caterpillar shall take such steps and actions, and provide such cooperation and assistance to TDI and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to TDI, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Caterpillar and TDI with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement, and the terms hereof, the terms of the Agreement, shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

IN WITNESS WHEREOF, Caterpillar has duly executed and delivered this IP Assignment as of the date first above written.

Caterpillar, Inc.

By:  DocuSigned by:
Rod Shurman

Name: Rodney M. Shurman

Title: Vice President

Schedule B-1 - Patents and Pending Applications

<u>US Title (Questel Family ID)</u>	<u>App. Number</u>	<u>Pub/Pat. Number</u>	<u>Legal Status*</u>
AUTOMATIC CONTROL OF A MARINE VESSEL DURING SPORT FISHING MODE (64758725)	US13/616,089	US9110467	GRANTED
AUTOMATIC THRUSTER CONTROL OF A MARINE VESSEL DURING SPORT FISHING MODE (68004228)	CN20141023896 0	CN104210638	LAPSED
	US13/906,706	US9067664	GRANTED
MARINE POD HULL SEAL ASSEMBLY (68541712)	CN20148004187 8	CN105408670	GRANTED
	EP14833818	EP3030811	GRANTED
	KR20167004418	KR2016004022 5	PENDING
	US13/959,170	US9114864	GRANTED
	WOUS2014/0495 82	WO2015/02095 0	LAPSED
MARINE POD BREAKAWAY CONNECTION (68722795)	US14/015,340	US9187164	GRANTED
	WOUS2014/0525 84	WO2015/03128 8	LAPSED
TRANSMISSION SYSTEM FOR POD SYSTEM OF MARINE VESSEL (69256530)	CN20142076693 3U	CN204300306	GRANTED
	US14/101,779	US2015015857 2	LAPSED
STEERING FUSE (69258185)	CN20142078878 4U	CN204300240	LAPSED
	US14/109,040	US9067665	GRANTED

<u>US Title (Questel Family ID)</u>	<u>App. Number</u>	<u>Pub/Pat. Number</u>	<u>Legal Status*</u>
REPLACEABLE NOSE SECTION FOR A MARINE PROPULSION UNIT (69608768)	CN20148006563 2	CN105793154	GRANTED
	US14/101,392	US2015015857 0	LAPSED
	WOUS2014/0679 22	WO2015/08880 6	LAPSED
BREAKAWAY SKEG FOR A MARINE PROPULSION UNIT (69608770)	CN20148006515 1	CN105793155	GRANTED
	DE11201400508 5T	DE1120140050 85	PENDING
	US14/101,385	US9701381	GRANTED
	WOUS2014/0680 25	WO2015/08881 8	LAPSED
MARINE POD DRIVE SYSTEM (69692510)	CN20142078630 2U	CN204473115	LAPSED
	US14/108,996	US2015016616 0	LAPSED
SERVICEABLE MARINE POD STEERING BRAKE SYSTEM (70915066)	CN20152062977 2U	CN204916145	GRANTED
	DE20201500556 8U	DE2020150055 68	GRANTED
	US14/464,792	US9376198	GRANTED
BREAKAWAY SHAFT (72004588)	CN20158003758 6	CN106536344	GRANTED
	DE11201500278 6T	DE1120150027 86	LAPSED
	US14/334,259	US9714071	GRANTED
	WOUS2015/0377 91	WO2016/01071 0	LAPSED

<u>US Title (Questel Family ID)</u>	<u>App. Number</u>	<u>Pub/Pat. Number</u>	<u>Legal Status*</u>
LUBRICATION FOR MARINE DRIVE SYSTEMS (73573032)	US15/073,688	US2016020041 3	LAPSED
MARINE POD DRIVE SYSTEM (78160050)	US15/286,860	US9849959	GRANTED
MARINE VESSEL HULL HAVING PROFILED PROPULSOR POD MOUNTING SURFACE (85680378)	US15/896,559	US10518855	GRANTED

*Status last assessed 3/30/2020.