

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8120381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROGRESS RAIL SERVICES CORPORATION	08/22/2022
RECEIVING PARTY DATA	
Name:	APPLIED ULTRASONICS INTERNATIONAL PTY LTD
Street Address:	43 ARNOLD STREET
City:	CHARLESTOWN, NSW
State/Country:	AUSTRALIA
Postal Code:	2290
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9605328
CORRESPONDENCE DATA	
Fax Number:	(309)273-1966
<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:	(309) 675-8091
Email:	Mayernich_Linda_L@cat.com
Correspondent Name:	CATERPILLAR INC.
Address Line 1:	100 NE ADAMS STREET
Address Line 2:	AB6450
Address Line 4:	PEORIA, ILLINOIS 61629-6450
ATTORNEY DOCKET NUMBER:	1450.002
NAME OF SUBMITTER:	LINDA L. MAYERNICH
SIGNATURE:	/Linda L. Mayernich/
DATE SIGNED:	08/17/2023
Total Attachments: 3	
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Patent and Trademark Assignment Agreement

WHEREAS, in a Patent and Trademark Assignment Agreement ("Agreement") by and between Progress Rail Services Corporation, a corporation organized under the laws of the State of Alabama, having an office at 1600 Progress Drive, Albertville, Alabama 35950 USA ("ASSIGNOR") and Applied Ultrasonics International Pty Ltd, a company incorporated under the laws of the State of New South Wales Australia, having an office at 43 Arnold Street, Charlestown NSW 2290, Australia ("ASSIGNEE"), ASSIGNOR assigned and transferred to ASSIGNEE all ASSIGNOR's right, title and interest in and to the invention(s), patent(s), patent application(s) intellectual property rights set forth in Annex A attached hereto ("ASSIGNED ASSETS"); and

WHEREAS, ASSIGNOR and ASSIGNEE are desirous of enabling ASSIGNEE to exploit, perfect and record its sole ownership of such right, title, and interest by further confirming and memorializing such assignment and transfer in this agreement.

NOW, THEREFORE:

1. ASSIGNOR hereby represents, warrants, and confirms that it assigned and transferred the entire right, title, and interest in and to the ASSIGNED ASSETS to ASSIGNEE in the Agreement for good, valuable and sufficient consideration that was received by ASSIGNOR in accordance with the Agreement, and ASSIGNEE represents, warrants and confirms that it tendered such consideration to ASSIGNOR and accepted such assignment and transfer. ASSIGNOR and ASSIGNEE further represent, warrant and confirm that such assignment and transfer included all rights to file applications throughout the world claiming priority to any and all pending applications in the ASSIGNED ASSETS, and further included any and all patents (including continuations and divisionals) issuing from any such applications and/or from the ASSIGNED ASSETS, as well as all counterparts, reissues, reexaminations, and extensions thereof, and any and all future rights therein, throughout the world.

2. Solely to the extent necessary to enable ASSIGNEE to exploit, perfect and record its ownership of all right, title and interest in and to the ASSIGNED ASSETS, ASSIGNOR hereby (a) sells, assigns, transfers and conveys unto ASSIGNEE the entire right, title and interest in and to the ASSIGNED ASSETS, and (b) authorizes and requests that the respective governmental bodies grant to ASSIGNEE any and all patents and/or other grant(s) or registration(s) of intellectual property rights issuing from or otherwise arising out of the ASSIGNED ASSETS. ASSIGNOR and ASSIGNEE acknowledge and agree that this Section 2 does not amend or affect the validity and/or enforceability of the Agreement in any way.

3. The assignment in the Agreement (and to the extent necessary, in Section 2 of this agreement) inures to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR'S heirs and legal representatives.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this instrument.

PROGRESS *8/26/2023*
-PROGRESS RAIL SERVICES CORPORATION

Signed: Guylando Moreno

Printed: Guylando Moreno

Title: VP Corporate Services

Date: August 23, 2022

APPLIED ULTRASONICS
INTERNATIONAL PTY LTD

Signed: Peter J. Simons

Printed: Peter J. Simons

Title: Director

Date: August 22, 2022

ANNEX A

Patents

Patent Application Title	Country	Filed Date	Application Number	Patent No.
Ultrasonic impact machining of body surfaces to correct defects and strengthen work surfaces	US	2005-12-21	US11/167863	US7431779
Method of improving quality and reliability of welded rail joint properties by ultrasonic impact treatment	CN	2005-07-01	CN200680032160	CN101252861
Method for modifying or producing materials and joints with specific properties by generating and applying adaptive impulses a normalizing energy thereof and pauses therebetween	US	2004-04-29	US10/834,180	US7301123
Method for modifying or producing materials and joints with specific properties by generating and applying adaptive impulses, normalizing energy thereof and pauses therebetween	CN	2004-04-29	CN200580021294	CN1985013
Oscillating system and tool for ultrasonic impact treatment	CN	2005-08-19	CN200680039229	CN101405881
Vibrational system and tool for ultrasonic impact treatment	JP	2005-08-19	JP2008527006	JP5051919
Oscillating system and tool for ultrasonic impact treatment	US	2005-08-19	US11/312,382	US7276824
Method of metal performance improvement and protection against degradation and suppression thereof by ultrasonic impact	KR	2005-09-23	KR20087009584	KR10-1362019
Methods of Improving Metal Performance and Protection from Degradation and Control Thereof by Ultrasonic Impact	JP	2005-09-23	JP2008532465	JP5682993
Surface Contouring of a Weld Cap and Adjacent Base Metal Using Ultrasonic Impact Treatment	US	2012-07-30	US14/235530 US 14/235530	US9604328- US 9605328
Method of hardening Manganese Using Ultrasonic Impact Treatment	US	2020-01-09	US16/738816	

KRL
7/6/2023

MPF

Trademarks

Patent Application Title	Class	Country	Status	Registration #	Application #	Renewal Date	Registration Date
APPLIED ULTRASONICS	40	US	Registered	2367078	75/545,735	2020-09-12	2000-07-11
APPLIED ULTRASONICS	42	US	Registered	2371707	75/575,733	2020-08-25	2000-07-25
ESONIX	09	US	Registered	2412927	75/562,673	2021-03-11	2000-12-20
ESONIX	42	US	Registered	2369391	75/562,663	2020-09-14	2000-07-18
ESONIX	40	US	Registered	2371690	75/562,658	2020-08-25	2000-07-25
UIT	40	China	Registered	9126712	9126712	2012-02-28 ¹	2012-02-28
UIT	09, 40	EU	Registered	9726981	009726981	2021-07-04 ²	2011-07-14
ULTRASONIC IMPACT TREATMENT	09, 40	JP	Registered	5463388	2011-008863	2022-07-13 ³	2012-01-13

¹ Date for renewal. Not currently renewed, but able to file for extension.

² Trademark renewed

³ Application for renewal registration of extension of term of trademark right