

008016-000585.GGRON.281132

Form PTO-1594

(Rev. 03/01)

OMB No. 0851-0027 (exp. 5/31/2002)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

WEMMH-1594 (4/03)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cummins Engine IP, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Cummins Inc.

Internal Address: \_\_\_\_\_

Street Address: 500 Jackson Street

City: Columbus State: IN Zip: 47201

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Indiana
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): \_\_\_\_\_

B. Trademark Registration No.(s)

0,579,346

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary M. Gron

Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry LLP

Street Address: Bank One Center/Tower, 111 Monument

Circle, Suite 3700

City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3870

(Attach duplicate copy of this page if paying by deposit account)

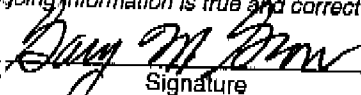
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary M. Gron

Name of Person Signing



Signature

May 11, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services  
Washington, D.C. 20231  
VIA FACSIMILE (703) 306-5995

CH \$40.00 033870 0679346

**NUNC PRO TUNC ASSIGNMENT**

**WHEREAS**, Cummins Engine IP, Inc. a corporation of the State of Delaware, having a principal place of business at 1400 73<sup>rd</sup> Avenue NE, Minneapolis, MN 55432, hereinafter referred to as Assignor, was on or about April 2, 2003, the owner of the trademark property listed on Schedule A attached hereto; and

**WHEREAS**, said mark, together with the goodwill of the business symbolized by said mark, was duly sold, assigned, and transferred on or about April 2, 2003, to Cummins Inc., hereinafter referred to as Assignee, a corporation of the State of Indiana, having a principal place of business at 500 Jackson Street, Columbus, IN 47201, and

**WHEREAS**, it is desired to confirm the aforesaid sale, assignment, and transfer of said mark, and the goodwill of the business symbolized by the mark, and to make the same a matter of record in the United States Patent and Trademark Office:

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, said Cummins Engine IP, Inc. hereby acknowledges as of April 2, 2003, the aforesaid sale, assignment, and transfer, and by these presents does sell, assign, and transfer unto Cummins Inc. the entire right, title, and interest in and to the trademark registration listed on the attached Schedule A, together with the goodwill of the business symbolized by said mark, and together with all rights of action, in law or in equity, for any past or future infringement thereof.

SAID mark, registration, its applications, all associated goodwill, and future registrations are to be held and enjoyed by Cummins Inc. for its own use and benefit and for its successors and assigns all rights and privileges thereto as fully and entirely as the same would have been held by Cummins Engine IP, Inc. if this assignment and sale had not been made.

This assignment shall be, and is hereby made, effective *nunc pro tunc* as of April 2, 2003.

WITNESS Assignor's hand this 30 day of April, 2004.

CUMMINS ENGINE IP, INC.

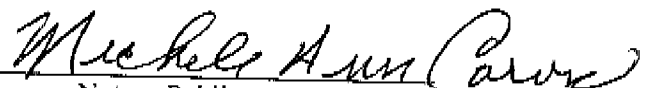
By   
Paul H. Plahn, President

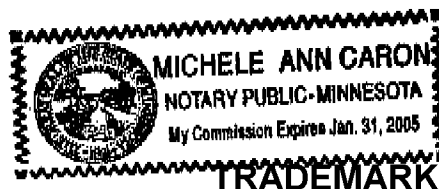
STATE OF MINNESOTA

COUNTY OF HENNEPIN

SS:

Appeared before me this 30 day of April 2004, Paul H. Plahn, who executed the foregoing assignment in my presence and who affirmed to me his authority to execute such assignment.

  
Notary Public



**Schedule A**

**Trademark**

<b><u>Registration Number</u></b>	<b><u>Date Registered</u></b>	<b><u>Mark</u></b>
579,346	09/01/1953	CUMMINS (Stylized)

008016-000585.GGRON.279079

**RECORDED: 05/11/2004**

**TRADEMARK  
REEL: 002851 FRAME: 0873**