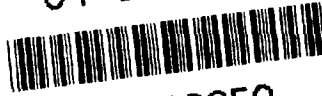


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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jay P. Monaco

2. Name and address of receiving party(ies):

Name: **Keystone Industries, Inc.**

Address: **3420 Simpson Ferry Road**

Additional names(s) of conveying party(ies)

Yes No

City: **Camp Hill**

State/Prov.: **PA**

Country: **U.S.A.**

ZIP: **17011**

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Additional name(s) & address(es)

Yes No

Execution Date: **March 16, 1999**

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

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

09/263,256

March 5, 1999

Additional numbers

Yes No

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

Name: **Thomas Hooker, Esq.**

Registration No. **22,040**

Address: **Thomas Hooker, P.C.**

100 Chestnut Street, Suite 304

City: **Harrisburg**

State/Prov.: **PA**

Country: **U.S.A.**

ZIP: **17101**

6. Total number of applications and patents involved:

one

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

08-2733

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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.

Thomas Hooker

March 17, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

3

ASSIGNMENT

I, JAY P. MONACO who resides at 40 Mayberry Lane, Mechanicsburg, Pennsylvania 17055 have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled

RAILCAR CUSHIONING DEVICE WITH INTERNAL ELASTOMERIC SPRING

which application was executed by the Inventor on the date(s) of execution of this assignment, and is identified by

Serial No. 09/263,256 Filed March 5, 1999,

and KEYSTONE INDUSTRIES, INC. whose address is 3420 Simpson Ferry Road, Camp Hill, Pennsylvania 17011, a corporation of the state of Delaware and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of American and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;

5. Bind my heirs and legal representatives, as well as myself, to do, upon Assignee's request and at its expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or my heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice to said inventions and discoveries.

The effective date of this instrument is the latest date accompanying signature, hereinbelow.

In testimony whereof I have affixed my signature.

John Fitterhoff
(Witness)
03/16/99
(Date)

Jay P. Monaco
JAY P. MONACO
16 March 1999
(Date)

On this 16th day of March, 1999, before me personally appeared JAY P. MONACO personally known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same of his own free will for the purposes therein set forth.

(SEAL)

Vicky L. Valcis
Notary Public

