

12-16-1999

FORM PTO-1595  
(Rev. 6-93)

MIM  
11/29/99

REC



101225121

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)  
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):

Thomas A. Hogue and Brenda L. Hogue, jointly

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

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

Name: RFR Industries, Inc.

Street Address: 901 West Ennis Avenue  
Ennis, Texas 75118

Mailing Address: P.O. Box 8137  
Ennis, Texas 75120

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: July 18, 1997

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

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

A. Patent Application No.(s)

B. Patent No.(s) 5577662, granted November 26, 1996  
5535947, granted July 16, 1996

Additional numbers attached?  Yes  No

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

Name: Jeffery E. Bacon

JENKENS & GILCHRIST, P.C.  
3200 Fountain Place  
1445 Ross Avenue  
Dallas, Texas 75202-2799

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

10-0447 (for deficiency only)

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.

Jeffery E. Bacon Reg No. 35,055  
Name of Person Signing

Signature

11-22-99  
Date

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

12/15/1999 110111 00000169 5577662

01-FC-1581

(80.00 OP)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT OF PATENT RIGHTS

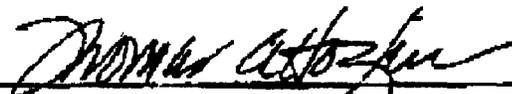
For good and valuable consideration, THOMAS A. HOGUE and BRENDA L. HOGUE (jointly referred to as "Assignor") hereby grant, transfer, assign and convey to RFR Industries, Inc. ("Assignee") the entire right, title and interest in and to the past, present and future intellectual property rights related to or arising out of rubber flange insert systems which include: (i) Patent No. 5,535,947 "Embedded Railway Track System", dated July 16, 1996, (ii) Patent No. 5,577,662 "Embedded Railway Track System", dated November 26, 1996, (iii) current work in progress on Patent for "Prefabricated Embedded Railway Track System", (iv) current work in progress on Australian Petty Patent Application No. 52095 and 52096, and (v) current work in progress, including that on various foreign patent applications, without limiting the generality thereof, and including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, related inventions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patent Rights").

Assignor covenants and warrants that:

- (a) The Patent Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Patent Rights is valid and enforceable and Assignor has notified the Assignee hereof in writing of all prior art (including public uses and sales) of which Assignor is aware;
- (c) Assignor is the sole and exclusive owner of an undivided 50% interest in the entire and unencumbered right, title and interest in and to each of the Patent Rights, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and
- (d) Assignor has the unqualified right to enter into this assignment and to perform its terms.

Dated this the 18th day of July, 1997.

ASSIGNOR

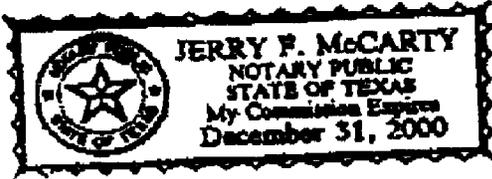
  
THOMAS A. HOGUE

  
BRENDA L. HOGUE

**ACKNOWLEDGMENT**

THE STATE OF TEXAS }  
COUNTY OF ELLIS }

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 1997, by  
THOMAS A. HOGUE.

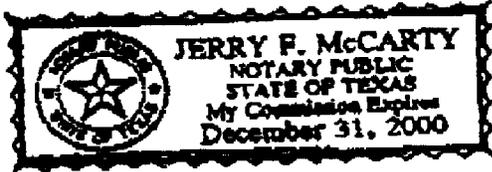


*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**ACKNOWLEDGMENT**

THE STATE OF TEXAS }  
COUNTY OF ELLIS }

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 1997, by  
BRENDA L. HOGUE.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS