

01-24-2002



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Attorney Docket No. 1013.62US02

FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE
1/31/92 Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):
Dennis R. Mathison, Donald L. Minge

2. Name and address of receiving party(ies):
Loram Maintenance of Way, Inc.
3900 Arrowhead Drive
Hamel, Minnesota 55340

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

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

3. Nature of conveyance:

X Assignment ___ Merger
___ Other: _____

Execution Date(s): October 4, 2001

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

If this document is being filed together with a new non-provisional application, the execution date of the application is:
October 4, 2001

A. Patent Application No(s).
09/950,277

B. Patent No(s).

Additional numbers attached? ___ Yes X No

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

Customer No. 24113
James H. Patterson
Patterson, Thunte, Skaar & Christensen, P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2100

6. Total number of applications and
patents involved: 1

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

___ Authorized to be charged to deposit
account

8. Deposit Account Number: 16-0631
(Attach duplicate copy of this page if
paying by deposit account)

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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.

James H. Patterson
Name of Person Signing

Signature

11/02/01
Date

Total number of pages comprising cover sheet: 1

PATENT
REEL: 012484 FRAME: 0747

ASSIGNMENT

WHEREAS, we, Dennis R. Mathison, Maple Plain, Minnesota, and Donald L. Minge, Minnetrista, Minnesota, have invented certain new and useful improvements in RAIL GRINDING APPARATUS, for which an application for Letters Patent of the United States has been made, said application having been executed on even date herewith, and which may be identified in the United States Patent Office by Application No. 09/950,277, filed September 10, 2001.

WHEREAS, Loram Maintenance of Way, Inc. ("Assignee"), a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at 3900 Arrowhead Drive, Hamel, Minnesota 55340, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Assignee, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said provisional/utility application, all applications claiming priority to said provisional/utility application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

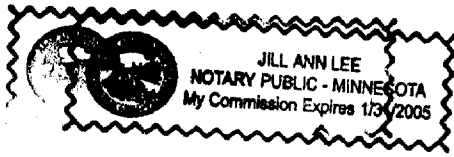
Date: 10/04/01

Dennis R. Mathison
Dennis R. Mathison

Subscribed and sworn to before me, this 4th day of October, 2001

Jill Ann Lee
Notary Public

[Notary Seal]



Date: 10/04/01

Donald L. Minge
Donald L. Minge

Subscribed and sworn to before me, this 4th day of October, 2001

Jill Ann Lee
Notary Public

[Notary Seal]

