

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
BELTPACK CORPORATION	10/15/2004

RECEIVING PARTY DATA

Name:	CATTRON INTELLECTUAL PROPERTY CORPORATION
Street Address:	140 West Shenango Street
City:	Sharpsville
State/Country:	PENNSYLVANIA
Postal Code:	16150-1198

PROPERTY NUMBERS Total: 24

Property Type	Number
Application Number:	10754525
Application Number:	09281464
Application Number:	10163199
Application Number:	10163227
Application Number:	10741086
Application Number:	10308242
Application Number:	10374589
Application Number:	10356751
Application Number:	10739009
Application Number:	10326795
Application Number:	10727932
Application Number:	10728316
Application Number:	10727935
Application Number:	10448520
Application Number:	10667642

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Application Number:	10667683
Application Number:	10667641
Application Number:	60574375
Application Number:	10728317
Application Number:	60434647
Application Number:	10210694
Application Number:	10677014
Application Number:	09616115
Application Number:	10374590

CORRESPONDENCE DATA

Fax Number: (412)288-3063

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-288-3233

Email: ptoipinbox@reedsmith.com

Correspondent Name: Jody L. Burtner, Senior Paralegal

Address Line 1: P. O. Box 488

Address Line 2: Reed Smith LLP

Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

NAME OF SUBMITTER:

Jody L. Burtner, Senior Paralegal

Total Attachments: 8

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PATENT ASSIGNMENT No. 2

This Patent Assignment (the "Assignment") is executed as of this ~~15~~¹⁶ day of October, 2004, by BELTPACK CORPORATION, whose registered office is 3950 Hickmore St. Saint- Laurent, Québec, Canada H4T 1K2 ("Assignor") and delivered to, and in favor of, CATTRON INTELLECTUAL PROPERTY CORPORATION, a corporation existing under the laws of the State of Delaware ("Assignee").

Recitals:

WHEREAS, Assignor is the owner of record for the patents, patent applications and registered designs set forth in Schedule A hereto, inclusive of any and all priority rights derived therefrom, for any and all countries in the world, and in and to any and all Letters Patent issuing in any and all countries in the world, to be granted for said Applications, or with respect to any and all patent applications, reissues, re-examinations, substitutions and extensions thereof, filed in any country world-wide claiming priority from any of such Applications, Patents or Registered Designs (the "Patent Assets"); and

WHEREAS, Assignor and Assignee are parties to that certain Share and Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith; and

WHEREAS, pursuant to the Purchase Agreement, Assignor, *inter alia*, has agreed to and did sell and Assignee, *inter alia*, agreed to and did acquire Assignor's entire right, title and interest in and to the Patent Assets.

NOW, THEREFORE, the Assignor, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and for good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, set over, assign and deliver the Patent Assets together with all of Assignor's right, title and interest therein and thereto, to have and to hold the same, together with all rights pertaining thereto unto Assignee, its successors and assigns, to its and their use and enjoyment, to the end of the terms for which the said Patent Assets have been or will be granted and any extensions thereof, together with all claims by Assignor for damages by reason of past infringement of the Patent Assets, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.
2. Purchase Agreement. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and other provisions of the Purchase Agreement.

3. Documentation and Cooperation. Assignor hereby covenants that, during a period of five (5) years from the date hereof, upon the request of Assignee (or its assigns), Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to said Patent Assets and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to Assignor. Assignor will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee, its successors and assigns for the Patent Assets and to any applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

4. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

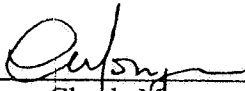
6. Patent Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue patents to issue each and every Letters Patent to be granted upon the Patent Assets in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.

7. Assignee Acceptance. Assignee hereby confirms, agrees to and accepts this Assignment of Patent Assets.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor as of the date first set forth above.

Tel que convenu par le cessionnaire et le cédant, cette cession a été rédigée en anglais.
As agreed by both the assignee and the assignor, this assignment has been drawn up in English.

SIGNED this 15th day of October, 2004.

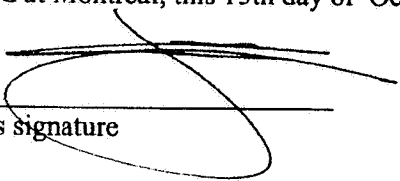


Name: Claude Mongeau
Title: Chairman
For: **BELTPACK CORPORATION**

DECLARATION OF WITNESS

I, Olivier Chouc, whose full postal address is 935 de la Gauchetière W., Montreal (QC) H3B 2M9 do hereby declare that I was personally present and did see Claude Mongeau, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at Montreal, this 15th day of October, 2004.



Witness signature

SIGNED this ____ day of _____, 2004.

Name:
Title:
For: **CATTRON INTELLECTUAL PROPERTY CORPORATION**

DECLARATION OF WITNESS

I, _____, whose full postal address is _____ do hereby declare that I was personally present and did see _____, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at _____, this ____ day of _____, 2004.

Witness signature

SIGNED this _____ day of _____, 2004.

Name:
Title:
For: BELTPACK CORPORATION

DECLARATION OF WITNESS

I, _____, whose full postal address is _____

do hereby declare that I was personally present and did see _____, who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at _____, this _____ day of _____, 2004.

Witness signature

SIGNED this 14th day of October, 2004.

Michael D. Pearson
Name: MICHAEL D. PEARSON
Title: SECRETARY
For: CATTRON INTELLECTUAL PROPERTY CORPORATION

DECLARATION OF WITNESS

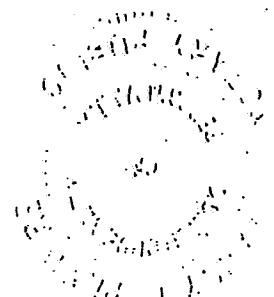
I, Nancy L. Plymire, whose full postal address is _____

2113 MERCER-WEST MIDDLESBORO ROAD, MERCER, PA 16137
do hereby declare that I was personally present and did see Michael D. Pearson who is personally known to me to be the person named in the Assignment, sign and execute same.

Declared at MERCER County this 14th day of October, 2004.

Nancy L. Plymire
Witness signature

Notarial Seal
Nancy L. Plymire, Notary Public
Sharpsville Boro, Mercer County
My Commission Expires Dec. 24, 2006
Member, Pennsylvania Association Of Notaries



SCHEDULE A

<u>U.S. PAT. APPLICATION SERIAL NO.</u>	<u>TITLE</u>	<u>FILING DATE</u>
10/754,525	Remote Control System For A Locomotive Using Voice Commands	January 12, 2004
09/281,464	Method And Apparatus For Assigning Addresses To Components In A Control System	March 30, 1999
10/163,199	Method And Apparatus For Assigning Addresses To Components In A Control System	June 4, 2002
10/163,227	Method And Apparatus For Assigning Addresses To Components In A Control System	June 4, 2002
10/741,086	Method And Apparatus For Assigning Addresses To Components In A Control System	December 19, 2003
10/308,242	Method And Apparatus For Assigning Addresses To Components In A Control System	December 2, 2002
10/374,590	Remote Control System For A Locomotive	REISSUE of U.S. Patent No. 5,511,749
10/374,589	Remote Control System For A Locomotive	REISSUE of U.S. Patent No. 5,685,507
10/356,751	Remote Control System For A Locomotive With Solid State Tilt Sensor	January 30, 2003
10/739,009	Remote Control Unit For Locomotive Including Pitch And Catch Functionality	December 19, 2003
10/326,795	Method And Apparatus Implementing A Communication Protocol For Use In A Control System	December 20, 2002
10/727,932	Remote Control System For Locomotive Using A Networking Arrangement	December 2, 2003
10/728,316	Method And Apparatus For Controlling A Locomotive	December 2, 2003
10/727,935	Remote Control System For A Locomotive Using A TDMA Communication Protocol	December 2, 2003

<u>U.S. PAT. APPLICATION SERIAL NO.</u>	<u>TITLE</u>	<u>FILING DATE</u>
10/448,520	A Method And Apparatus For Transmitting Signals To A Locomotive Control Device	May 30, 2003
10/667,642	A Programmable Remote Control System And Apparatus For A Locomotive	September 22, 2003
10/667,683	A Remote Control System For A Locomotive Having User Authentication Capabilities	September 22, 2003
10/667,641	A Configurable Remote Control System For A Locomotive	September 22, 2003
60/574,375	Communication Architecture For A Locomotive Remote Control System	May 25, 2004
10/728,317	Apparatus And Method For Providing Automated Brake Pipe Testing	December 2, 2003
60/434,647	Apparatus And Method For Providing Automated Brake Pipe Testing	December 20, 2002
10/210,694 ¹	Method And Apparatus For Automatic Repetition Rate Assignment In A Remote Control System	August 1, 2002
60/430,091 ²	Method And Apparatus For Controlling A Locomotive	December 2, 2002
60/434,672 ³	Remote Control Unit For Locomotive Including Pitch And Catch Functionality	December 20, 2002
60/430,044 ⁴	Remote Control System For Locomotive Using A TDMA Communication Protocol	December 2, 2002
10/677,014 ⁵	Remote Control Unit For Locomotive Including Display Module For Displaying Command Information	September 30, 2003

¹Vendor's patent agent closed its file for this application upon receiving an instruction from Vendor to abandon this application.

² Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

³ Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

⁴ Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

⁵Vendor's patent agent closed its file for this application upon receiving an instruction from Vendor to abandon this application.

<u>U.S. PAT. APPLICATION SERIAL NO.</u>	<u>TITLE</u>	<u>FILING DATE</u>
60/434,646 ⁶	Performance Assurance Program	December 20, 2002
60/430,093 ⁷	Remote Control System For Locomotive Using A Networking Arrangement	December 2, 2002
09/616,115 ⁸	Remote Control System For Locomotives (push-pull system)	July 14, 2000
60/494,558 ⁹	Method And System For Providing Remote Control Functionality In Combination With A Secondary Control System	August 13, 2003

⁶ Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

⁷ Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

⁸ Vendor's patent agent closed its file for this application upon receiving an instruction from Vendor to abandon this application.

⁹ Expired provisional patent application which either has been (i) formalized by the timely filing of a non-provisional patent application claiming priority thereto or (ii) abandoned.

PATENT DISCLOSURES

1. Remote Control For Locomotive Using A Networking Arrangement (CIP To 10/727,932)
2. Wireless Advanced Train Control Handset
3. Operator Incapacitation Sensor Separate From The Housing Of The Portable Transmitter
4. Portable Transmitter With Wireless Car ID Reading Capability
5. Portable LCU (Suitcase Concept)
6. Remote Control Unit For Locomotive Including Display Module For Displaying Command Information (related to U.S. Patent No. 6,658,331)¹⁰

¹⁰ Vendor's patent agent closed its file for this application upon receiving, on December 18, 2003, an instruction from Vendor to abandon this continuation application filed in the United States.