

6-14-05

Client/Matter No. 10793/14

REC

TO THE DIRECTOR OF THE PATENT AND TRADEMARK OFFICE

JUN 14 2005

06-20-2005



SHEET

103023613

To the Director of the Patent and Trademark Office

1. Name of conveying Party(ies)/Execution Date:

RICHARD W. DAWSON
RONALD P. SELBERG
F. ANDREW NIBOUAR

Execution Date(s): May 5, 2005 and May 23, 2005

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Change of Name☐ Security Agreement ☐ Merger☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

2. Name and Address of receiving Party(ies):

Name: TTX COMPANY

Internal Address:

Street Address: 101 N. Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

Additional name(s) and addresses attached? ☐ Yes ☒ No

4. Application or patent number(s).

A. Patent Application No.(s)

11/079,662

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312) 321-4200
(312) 321-4299 Fax

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

☐ Authorized to be charged by credit card.☐ Authorized to be charged to Deposit Account No. 23-1925.☒ Enclosed☐ None required (government interest not affecting title)

8. Payment Information:

a. ☐ Credit Card: Last 4 Numbers
Expiration Dateb. ☒ Charge fee and/or any Deficiencies to Deposit

Account Number: 23-1925

Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:

Signature

June 10, 2005

Date

Benjamin B. Cotton

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/17/2005 ECOOPER 00000102 11079662

01 FC:8021

40.00 DP

PATENT
REEL: 016690 FRAME: 0145

ASSIGNMENT

WHEREAS, Richard W. Dawson, Ronald P. Sellberg and F. Andrew Nibouar, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled Single Level Enclosed Railcar and Method of Manufacturing, for a full description of which reference is here made to an application for Letters Patent of the United States filed on March 14, 2005, and assigned Application Serial No. 11/079,662;

WHEREAS, TTX Company, a corporation organized and existing under the laws of the State of Illinois, having a place of business at 101 N. Wacker Drive, Chicago, IL 60606, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

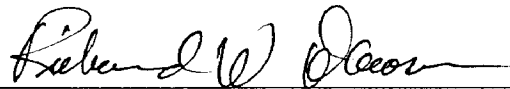
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and

patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

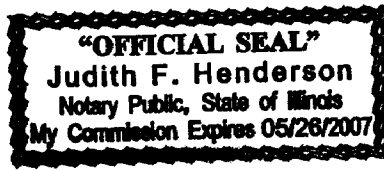
The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:	<u>May 23, 2005</u>	<u></u> Richard W. Dawson
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DATED:	<u></u>	<u></u> Ronald P. Sellberg
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DATED:	<u></u>	<u></u> F. Andrew Nibouar
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STATE OF)
) ss.
COUNTY OF)

Judith F. Henderson
I, Judith F. Henderson, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard W. Dawson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
23rd day of *May* 2005.

Judith F. Henderson

Notary Public

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald P. Sellberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of _____, 2005.

Notary Public

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that F. Andrew Nibouar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of _____, 2005.

Notary Public

My Commission Expires:

ASSIGNMENT

WHEREAS, Richard W. Dawson, Ronald P. Sellberg and F. Andrew Nibouar, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled Single Level Enclosed Railcar and Method of Manufacturing, for a full description of which reference is here made to an application for Letters Patent of the United States filed on March 14, 2005, and assigned Application Serial No. 11/079,662;

WHEREAS, TTX Company, a corporation organized and existing under the laws of the State of Illinois, having a place of business at 101 N. Wacker Drive, Chicago, IL 60606, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and

patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

Richard W. Dawson

DATED:

5/5/05

Ronald P. Seelberg

Ronald P. Sellberg

DATED:

5/18/05

J. Andrew Nilona

F. Andrew Nibouar

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard W. Dawson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
day of _____, 2005.

Notary Public

My Commission Expires:

STATE OF Illinois)
COUNTY OF Cook) ss.



I, ~~J. Henderson~~ Notary Public in and for the County and State aforesaid, do hereby certify that Ronald P. Sellberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
5th day of May, 2005.

Judith F. Henderson
Notary Public

My Commission Expires: 5/26/2007

STATE OF)
) ss.
COUNTY OF)

I J. Henderson a Notary Public in and for the County and State aforesaid, do hereby certify that F. Andrew Nibouar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
18th day of May 2005.

Judith F. Henderson
Notary Public

My Commission Expires:

5/26/2007

