

09-09-2005

RE



103077250

To the Director of the U.S. Patent and Trademark Office: Please record this document and attachments or the new address(es) below.

9-1-05

1. Name of conveying party(ies)
James C. Myers

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

2. Name and address of receiving party(ies)
Name: AMSTED Industries Incorporated
Internal Address: _____

Street Address: Two Prudential Plaza
180 North Stetson, Suite 1800
City: Chicago
State: Illinois
Country: USA Zip: 60601

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

113010 U.S. PTO
11/216707

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 08/23/05
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s) _____
B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Edward J. Brosius
Internal Address: _____

Street Address: Two Prudential Plaza
180 North Stetson, Suite 1800
City: Chicago
State: Illinois Zip: 60601
Phone Number: 312-819-8482
Fax Number: 312-819-8484
Email Address: ebrosius@amsted.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 3090.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Edward J. Brosius Signature _____ Date 08/30/05
Name of Person Signing _____ Total number of pages including cover sheet, attachments, and documents: 51

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/06/2005 MBELETE1 00000662 1126707
40.00 DP
06 FC:8021

ASSIGNMENT AND AGREEMENT
Sole Inventor

Whereas James C. Myers, County of Chesterfield, State of Virginia, hereinafter called the "Assignor", have invented certain new and useful improvements in RAILWAY TRUCK BEARING ADAPTER, for a full description of which reference is here made to the attached application for Letters Patent of the United States (Docket No. 6271).

Whereas, Brenco, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office and place of business at 2580 Frontage Road, Petersburg, Virginia 23805, hereinafter called the "Assignee", is desirous of acquiring the right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by the said Assignors from the Assignee is hereby acknowledged, and said Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said Assignees, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States in and to the invention and application herein identified, and any Letters of Patent of the United States that may issue for said invention, together with the entire right, title and interest in and to said invention and application for Letters of Patent and Letters Patent therefore in all countries foreign to the United States; to have and to hold for the sole and exclusive use and benefit of the said Assignees, its successors, assigns and legal

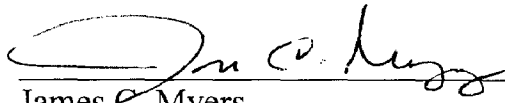
representatives, to the full end of the term for which any and all of said Letters of Patent for said invention may be issued.

And the said Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said Assignees in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters of Patent that the said Assignees may elect to make covering the invention herein identified, as hereinbefore set forth; in vesting in the said Assignees like exclusive title in and to all such other applications and Letter of Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters of Patent herein contemplated; and that they will execute and deliver to the said Assignees any and all additional papers which may be requested by the said Assignees to fully carry out the terms of this Assignment.

And the said Assignors do hereby covenant with said Assignees, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any adverse assignment, grant, mortgage, license or other encumbrance, and that they have the full right to convey to the same in manner and form as herein expressed.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand on this

23RD day of AUGUST, 2005.

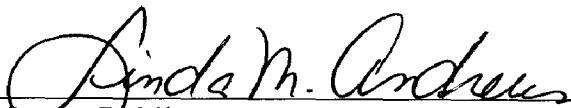

James C. Myers

STATE OF VIRGINIA)
)ss.
COUNTY OF CHESTER FIELD)

I, James c. Myers 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 he signed and delivered the said instrument as his 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 August, 2005.


Notary Public