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Form PTO-1595 (Rev. 07/05)
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1. Name of conveying party(ies)
Warren J. Bell

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

2. Name and address of receiving party(ies)
Name: BNSF RAILWAY COMPANY
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 01/16/2006

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 2650 Lou Menk Drive, 2nd. Floor
City: Fort Worth
State: Texas
Country: United States Zip: 76131

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
CONTAINER FOR OVERSAIZED CARGO
(Our Docket No. 031432.000220)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: James J. Murphy
Internal Address: _____
Street Address: 1700 Pacific, Suite 3300
City: Dallas
State: Texas Zip: 75201
Phone Number: 214-969-1749
Fax Number: 214-969-1751
Email Address: james.murphy@tklaw.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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: James J. Murphy Signature January 18, 2006 Date

James J. Murphy
Name of Person Signing

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

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

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PATENT
REEL: 017493 FRAME: 0787

Attorney Docket No.
031432.000220A

PATENT

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Warren J. Bell resident of 26021 119th Drive SE, Kent, Washington 98030-8406

has invented certain new and useful improvements in:

CONTAINER FOR OVERSIZED CARGO

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

on the ___ day of _____ 200__.

___ Said application having Application Number _____ and filed on the ___ day of 2006.

WHEREAS BNSF RAILWAY COMPANY (hereinafter termed "Assignee"), a corporation of Delaware, having a place of business at 2650 Lou Menk Drive, 2nd Floor, Fort Worth, Texas 76131, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW, THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply to any and all countries of the world for patents, governmental grants on said invention, including the right-to-apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

Attorney Docket No.
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PATENT

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided, however, that the expenses incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors.

4. Said Inventor hereby jointly and severally warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgment as given below.

Dated:

1-16-06
Warren J. Bell

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01/16/2006 MON 14:47 [TX/RX NO 8878] 002

RECORDED: 01/18/2006

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