## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	12/06/2006

### **CONVEYING PARTY DATA**

Name	Execution Date
Allen J. Tuningley	12/06/2006

### **RECEIVING PARTY DATA**

Name:	VAE Nortrak North America Inc.	
Street Address:	1740 Pacific Avenue	
City:	Cheyenne	
State/Country:	WYOMING	
Postal Code:	82001	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11536579

# **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	Dana I. Turner

Total Attachments: 3

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# **ASSIGNMENT**

This Assignment is made by TUNINGLEY, Allen J. of 16160 River Road, Richmond, British Columbia, V6V 1L6, Canada (hereinafter referred to as "Assignor"), to VAE Nortrak North America Inc., ("Assignee") having a place of business at 1740 Pacific Avenue, Cheyenne, Wyoming, 82001, United States of America.

WHEREAS Assignor has invented a new and useful invention entitled RAILWAY TIE AUTOMATED PREPLATING PROCESS LINE, for which the following patent applications were filed on September 28, 2006:

Country Application No.

United States 11/536,579

Canada 2,561,291

WHEREAS Assignor believes himself to be the original, first and sole inventor of the Invention;

AND WHEREAS Assignee desires to acquire by formal, recordable assignment the entire worldwide right, title and interest in and to said Invention, said applications, and any patent that may be granted for said Invention anywhere in the world;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are

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hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire

worldwide right, title and interest in and to said Invention, said applications, any

applications in other countries for the same inventions and any patent that may be granted

for said Invention anywhere in the world, including the right to file foreign applications

directly in the name of the Assignee and to claim for any such foreign applications any

priority rights to which such applications are entitled under international conventions,

treaties or otherwise.

Further, Assignor agrees that, upon request and without further

compensation, but at no expense to Assignor, he and his legal representative(s) and

assigns will do all lawful acts, including the execution of papers and the giving of

testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or

enforcing any patent as may issue anywhere in the world for said Invention, and for

perfecting, recording or maintaining the title of Assignee, its successors and assigns, to

said Invention, said applications, and any patent granted for said Invention anywhere in

the world.

Assignor represents and warrants that he has not granted and will not grant

to any other any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and

Trademarks of the United States and the Commissioner of Patents of Canada and of all

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foreign countries or patent organizations to issue any patent granted for said Invention, whether on said applications or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date(s) written hereinbelow.

Dated: 106, 2006

Assignor:

Allen 7. Tuningley

Witness name:

(printed)

Witness:

Accepted by Assignee:

Dated: <u>Vee. 6 06</u>, 2006

AE Nortrak North America Inc.

Per: Allen S. Tuningley

Title: President.

Witness:

Witness name.\_\_

(printed)

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**RECORDED: 12/08/2006**