# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

## **CONVEYING PARTY DATA**

Name	Execution Date
James W. Forbes	01/15/2007
Jeffrey D. Reid	01/16/2007

## **RECEIVING PARTY DATA**

Name:	National Steel Car Limited	
Street Address:	P.O. Box 2450	
Internal Address:	600 Kenilworth Avenue North	
City:	Hamilton, Ontario	
State/Country:	CANADA	
Postal Code:	L8N 3J4	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11566000

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	200405.00094
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NAME OF SUBMITTER: Michael H. Minns

Total Attachments: 2

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**REEL: 018896 FRAME: 0629** 

PATENT

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PATENT REEL: 018896 FRAME: 0630

#### **ASSIGNMENT**

WHEREAS, WE, James W. Forbes and Jeffrey D. Reid residing at the addresses stated below, have made an invention entitled **HOPPER CAR SIDE CONSTRUCTION AND METHOD** for which we have filed applications for United States and Canadian Letters Patent and for which we hereby authorize our attorney, Kenneth L. Bousfield of the firm of McCarthy Tétrault LLP, authorized to prosecute said applications, to here insert the filing date and serial number of said applications when known:

United States: 11/566,000 Filed: December 1, 2006

Canada Filed: December 1, 2006

AND WHEREAS, NATIONAL STEEL CAR LIMITED. (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of Canada, having a place of business at P.O. Box 2450, 600 Kenilworth Avenue North, Hamilton, Ontario, L8N 3J4, Canada, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we confirm that we have assigned, sold, transferred and set over, and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said applications, including all divisions, continuations, continuations in-part and substitutions thereof; and (c) all Canadian, United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions, Canada, and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which Canada is signatory, including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

WE hereby represent and warrant that, as far as we are aware, we are the only inventors of the said invention, and that until the time of assignment, sale, transfer or setting over of the invention and of the applications by us to the ASSIGNEE, we were, and have at all times been, the owners of all right, title and interest in and to the invention and of the applications.

WE covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, applications and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

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WE represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent applications has been or will be made or entered into which would conflict with this assignment and sale.

WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the Commissioner of Patents of Canada, respectively, to issue all Letters Patent based on said applications and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

<u>Jun 15, 2007</u> Date	Signature: Name: Address: Citizenship:	James W. Forbes  15 Glenron Road, R.R. #2  Campbellville, Ontario, LOP 1B0  Canada  Canadian
	Statement of Witness	
we, WILLIAM R. Dawls (name of witness) , who is personally known to me to be the person		ment, executed the same on the day and year set forth above.
Jan 16/07	Signature: Name: Address. Citizenship:	Jeffrey D. Reid  333 Moulton-Aiken Road  Dunnville, Ontario, N1A 2W5  Canada  Canadian
	Statement of Witness	
(name of witness), who is personally known to me to be the person		ment, executed the same on the day and year set forth above.

McCarthy Tétrault LLP TDO-RED #8348879 v. 1

RECORDED: 02/16/2007

McCarthy Tetrault LLP (7/03)