# **00 03064942**

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Jay S. Korth	02/28/2007
Geoff Smith	02/28/2007

# **RECEIVING PARTY DATA**

Name:	Wabtec Holding Corp.	
Street Address:	1001 Air Brake Avenue	
City:	Wilmerding	
State/Country:	PENNSYLVANIA	
Postal Code:	15148	

### PROPERTY NUMBERS Total: 1

Property Type	Number
PCT Number:	US0649422

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 4493-063996

NAME OF SUBMITTER: Richard L. Byrne

Total Attachments: 2

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PATENT

REEL: 019139 FRAME: 0909

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### ASSIGNMENT

WHEREAS, WE, Jay S. KORTH and Geoff SMITH, both residing in the City of Jackson, County of Madison, State of Tennessee, have invented certain new and useful improvements entitled "MULTI-FLUID HEAT EXCHANGER ARRANGEMENT" for which an international patent application was filed under the Patent Cooperation Treaty (the PCT Application) on 28 December 2006, bearing Application No. PCT/US2006/049422, which claims priority to United States Provisional Application No. 60/754,335, filed 28 December 2005 (the provisional application).

AND, WHEREAS, WABTEC HOLDING CORP., a corporation of the State of Delaware, having a place of business at 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148, hereinafter called the "assignee", is desirous of acquiring the entire right, title, and interest in and to said PCT application and said utility application and the inventions and improvements therein disclosed and claimed.

NOW, THEREFORE, for good and valuable consideration paid to us by said assignee, the receipt of which is hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said PCT application and said provisional application and the inventions and improvements therein disclosed and claimed for all countries designated therein and any Letters Patent which may issue therefor in each of said designated countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-inpart, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

We covenant that we are the lawful owners of said PCT application and said provisional application, said inventions, and said improvements, that the same are unencumbered, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful declarations and oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned.

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REEL: 019139 FRAME: 0910

This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

EXECUTED 02/28/2007 ,2007
My Kull
Jay S. Korth
STATE OF TENNESSEE :
COUNTY OF MADISON : ss:
Before me, a Notary Public in and for the said County and State personally appeared Jay S. Korth, who acknowledged that he is the person who executed the foregoing Assignment and acknowledged it to be his free and voluntary act and deed.
the LODY Winess my hand and notarial seal this 28 day of 40 . , 2007.
POTARIAD SEAF Notary Public
EXECUTED FEB 28 1907
Geoff Smith
STATE OF TENNESSEE :
COUNTY OF MADISON : ss:
Before me, a Notary Public in and for the said County and State personally appeared Geoff Smith, who acknowledged that he is the person who executed the foregoing Assignment and acknowledged it to be his free and voluntary act and deed.
FLODY MOWitness my hand and notarial seal this 28 day of 766, 2007.
TENOTE Z
Notary Public
W COUNT Hay Commission Eng. Sept. 23, 2003

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**PATENT REEL: 019139 FRAME: 0911** 

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**RECORDED: 04/10/2007**