

10-29-2007

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103457002

U.S. PTO
11975938
102207

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

1. Name of conveying party(ies)Thomas G. Donich
Paul F. Kulik
David B. Kelley
Richard J. Fulthorp
Dale K. Smith**2. Name and address of receiving party(ies)**Name: BNSF Railway Company

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 10/10, 09/20, 09/18, 10/05, 2007

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

Street Address: 2650 Lou Menk DriveCity: Fort WorthState: TexasCountry: United States Zip: 76131Additional 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)**

New Utility Patent Application enclosed herewith (WAYSIDE MONITORING SYSTEMS)

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: _____

Suite 3300Street Address: 1700 Pacific AvenueCity: DallasState: Texas Zip: 75201Phone Number: 214-969-1749Fax Number: 214-969-1751

Email Address: _____

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 Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

James J. Murphy, Reg. No. 34,503

Name of Person Signing

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

7

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: 020043 FRAME: 0122

JOINT CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

1. DONICH, Thomas G., P. O. Box 575, Seeley Lake, MT 59868;
2. KULIK, Paul F., 921-1/2 24th Avenue, Seattle, WA, 98122;
3. KELLEY, David B., 17411 1st Place SW, Normandy Park, WA, 98166;
4. FULTHORP, Richard J., 18605 - 129th Place, SE, Renton, WA, 98058; and
5. SMITH, Dale K., 10604 SE 199th, Renton, WA, 98055

have invented certain new and useful improvements in:

WAYSIDE MONITORING SYSTEMS

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

1. On the 16th day of October, 2007
2. On the 20th day of September, 2007
3. On the 18th day of September, 2007
4. On the 18th day of September, 2007
5. On the 5th day of October, 2007.

_____ Said application having Application Number: _____

_____ Said application filed on the _____

WHEREAS BNSF RAILWAY COMPANY, (hereinafter termed "Assignee"), a corporation of DELAWARE, having a place of business at 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, 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 Inventors (all collectively hereinafter

031432 000320 DALLAS 2238291.1

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 Inventors to have been received in full from said Assignee:

1. Said Inventors do 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.

2. Said Inventors hereby jointly and severally covenant and agree 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 Inventors 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 Inventor.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

Dated: 10/10/2007

Thomas G. Donich
Thomas G. Donich

Dated: _____

Paul F. Kulik

Dated: _____

David B. Kelley

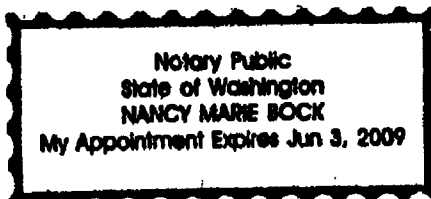
Dated: _____

Richard J. Fulthorp

Dated: _____

Dale K. Smith

THE STATE OF WASHINGTON
COUNTY OF King



Nancy Marie Bock

BEFORE ME, on this day personally appeared Thomas G. Donich known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 10th day of October, 2007.

Notary Public in and for the State of Washington

Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

Dated: _____

Dated: 9/20/07

Dated: 9/18/2007

Dated: 9/18/07

Dated: 10/05/07

Thomas G. Donich

Paul F. Kulik

Paul F. Kulik

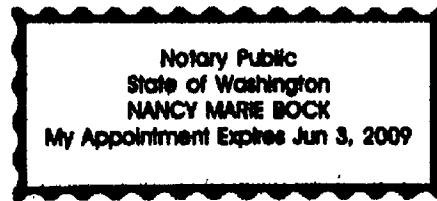
David B. Kelley

Richard J. Fulthorp

Dale K. Smith

Dale K. Smith

THE STATE OF WASHINGTON
COUNTY OF King



Nancy Marie Bock

BEFORE ME, on this day personally appeared Thomas G. Donich known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this _____ day of _____, 2007.

Notary Public in and for the State of Washington

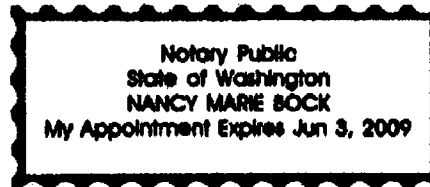
Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009

Attorney Docket No.
031432.000320

PATENT

THE STATE OF WASHINGTON
COUNTY OF King



Nancy Marie Bock

BEFORE ME, on this day personally appeared Richard J. Fulthorp, known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

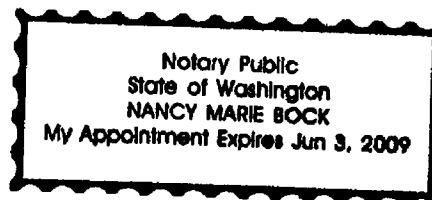
Subscribed to and sworn to before me this 5th day of October, 2007.

Notary Public in and for the State of Washington

Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009

THE STATE OF WASHINGTON
COUNTY OF King



Nancy Marie Bock

BEFORE ME, on this day personally appeared Dale K. Smith, known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

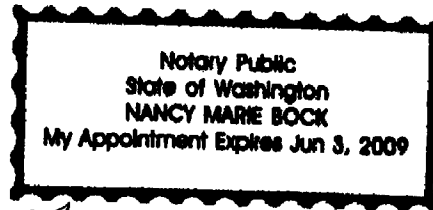
Subscribed to and sworn to before me this 5th day of October, 2007.

Notary Public in and for the State of Washington

Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009

THE STATE OF WASHINGTON
COUNTY OF King



Nancy Marie Bock

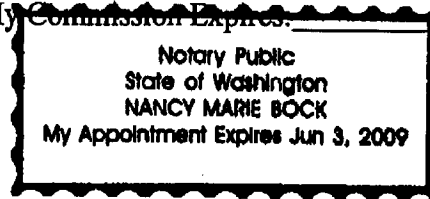
BEFORE ME, on this day personally appeared Paul F. Kulik, known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 5th day of October, 2007.

Notary Public in and for the State of Washington

Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009



THE STATE OF WASHINGTON
COUNTY OF King

Nancy Marie Bock

BEFORE ME, on this day personally appeared David B. Kelley known to me to be the person signing below and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this 5th day of October, 2007.

Notary Public in and for the State of Washington

Printed Name: Nancy Marie Bock

My Commission Expires: June 3, 2009