# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	12/28/2001	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Vapor Corporation	12/28/2001

### **RECEIVING PARTY DATA**

Name:	Westinghouse Air Brake Technologies Corporation	
Street Address:	1001 Airbrake Avenue	
City:	Wilmerding	
State/Country: PENNSYLVANIA		
Postal Code: 15148		

# PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5196846

### **CORRESPONDENCE DATA**

Fax Number: (212)527-7701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	03975/6003288-000	

NAME OF SUBMITTER: Yvette Gonzalez

Total Attachments: 2 source=EFILE#page1.tif source=EFILE#page2.tif

PATENT REEL: 022689 FRAME: 0064 0 5196846

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#### ASSIGNMENT

WHEREAS, Westinghouse Air Brake Technologies Corporation, a Corporation organized under the laws of the State of Delaware, successor in interest to W & P Holding Corp., located at 1001 Airbrake Avenue, Wilmerding, PA 15148, (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to it by

# Mark IV Industries Corp

a Nova Scotia Unlimited Liability Corporation organized under and pursuant to the laws of Nova Scotia, Canada having its principal place of business at 6030 Ambler Drive, Mississauga, Ontario, Canada L4W 2P1, (hereinafter referred to as "ASSIGNEE"), does hereby sell and assign to the said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest in and for the United States of America only, in and to the Invention owned by it and described in Patent No. 5,196,846 issued on March 23, 1993 and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, including the right to sue for past infringement and any such recovery, said interest being the entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not be made;

And for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, ASSIGNOR will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to

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said ASSIGNEE or its successors or assigns, but at ASSIGNEE'S expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent in matters regarding United States Patent 5,196,846 only, to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

This assignment shall have an effective date of September 19, 1996.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR and have the authority to execute this Assignment, and that the foregoing is true and accurate to the best of my knowledge and belief.

Dated:	May 14, 2009	By:	David M Sul
			Westinghouse Air Brake Technologies Corp.,

Westinghouse Air Brake Technologies Corp., successor in interest to W & P Holding Corp.

Name: David M. Seitz

Vice President, Assistant Secretary & Senior

Title: Counsel

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RECORDED: 05/15/2009

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