# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

## **CONVEYING PARTY DATA**

Name	Execution Date
Charles R. Battisti	11/02/2009
Gary Barnhart	11/01/2009

## **RECEIVING PARTY DATA**

Name:	Chemetron-Railway Products, Inc.	
Street Address:	5600 Stillwell	
City:	Kansas City	
State/Country:	MISSOURI	
Postal Code:	64120-1239	

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12615581

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Phillip M. Pippenger

**Total Attachments: 3** 

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PATENT REEL: 023496 FRAME: 0193

PATENT

Attorney Docket No. 703320 CAT Reference No. 08-256

Leydig, Voit & Mayer, Ltd. Two Prudential Plaza, Suite 4900 180 North Stetson Avenue Chicago, Illinois 60601-6731

# **ASSIGNMENT**

Whereas, we,

Charles R. Battisti, of 174 Pointe Dr., Gladstone, MO 64116; and

Gary Barnhart, of 4927 Southridge, Roeland Park, KS 66205,

have invented and own a certain invention entitled:

## WELDING PROCESS WITH JERK COMPENSATION

for which invention we have executed an application for a U.S. patent, which was filed on November 10, 2009, under U.S. Application No. 12/615,581, and

Chemetron-Railway Products, Inc., of 5600 Stilwell, Kansas City, MO 64120-1239, hereinafter referred to as Assignee, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

Now, therefore, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we hereby authorize and request the Commissioner of Patents to issue U.S. patents to the abovementioned Assignee agreeably with the terms of this assignment document.

We hereby authorize the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

Upon said consideration, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other

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international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

We hereby covenant and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

In witness whereof, we have hereunder set our hands on the dates shown below.

Date _	11/2/09	Charles R. Battisti
Date _	11/2/09	Douglas Filet
Date _	11/2/09	HIM MMUM

Witness

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In witness whereof, we have hereunder set our hands on the dates shown below.

Date 11/1/09 Day 6. Ballet

Date 11/1/09 Douglas Belief