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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark



103580746



To the Honorable Commissioner

1. Name of conveying party(ies)  
Dwight TAYS  
David LILLEY  
Brian ABBOTT

of the attached original documents or copy thereof.

and address of receiving party(ies):

1. Name: Canadian National Railway Company  
935 de la Gauchetiere Street West, 16<sup>th</sup> Floor

Internal Address: Montreal, Quebec, H3B 2M9

2. Name:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 10/4/2009; 10/15/2009; 10/29/2009

Internal Address:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):  
12/454,736 Filed: May 20, 2009

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Internal Address and Phone Number:

ABELMAN, FRAYNE & SCHWAB  
Attorneys at Law  
666 Third Ave., 10<sup>th</sup> Floor  
New York, New York 10017  
(212) 949-9022

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

01-0035

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas E. Spath Reg. 25,928  
Name of Person Signing

*Thomas E. Spath*  
Signature

November 9, 2009  
Date

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

4

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PATENT  
REEL: 023526 FRAME: 0506

**CONFIRMATORY ASSIGNMENT**

WHEREAS, Dwight Tays, citizen of Canada, residing at 2411 Tegler Green, Edmonton, Alberta, T6R 3K2, Canada; David Lilley, citizen of Canada, residing at 505 rue de la Metairie, Montreal, Quebec, H3B 1S4; Brian Abbott, citizen of Canada, residing at 13040-14A Avenue, Surrey, British Columbia, V4A 1J1 and hereinafter referred to as the "Assignors", made an invention as described and claimed in the following patent application, hereinafter referred to as the "Application":

Title	Filing Date	Country/Region or PCT	Serial Number
LINEAR ASSETS INSPECTION SYSTEM	May 20, 2009	U.S.A.	12/454,736

AND WHEREAS, Canadian National Railway Company, whose full post office address is 935 de la Gauchetière Street West, 16<sup>th</sup> Floor, Montreal, Quebec, H3B 2M9, (hereinafter referred to as the "Assignee"), is desirous of confirming acquisition of the entire right, title, and interest in and to the invention, and in and to the Application inclusive of any continuations or divisions thereof and all priority rights derived therefrom, for any and all countries in the world, and in and to any and all patents issuing in any and all countries of the world, to be granted for the invention based on the Application or on corresponding applications;

NOW, THEREFORE, in consideration of the sum of ten Canadian dollar (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby confirm having sold, assigned and transferred to the Assignee, its successors and assigns, their entire right, title, and interest in and to the invention, and in and to the Application inclusive of any continuations or divisions thereof and all priority rights derived therefrom, and in and to any and all patent applications and any continuations or divisions thereof filed in any country, and in and to all patents which may be granted for the invention in any and all countries in the world, and in and to any and all reissues, substitutions, or prolongations thereof; the same to be held and enjoyed by the Assignee for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term or terms for which the patent, or reissues, substitutions or prolongations thereof may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors had no sale, assignment or transfer been made;

AND the Assignors hereby agree, upon request, and without further consideration, but at the expense of the Assignee, to communicate to the Assignee or its representatives or nominees any facts known to them respecting the invention and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protection for the invention in all countries, and the Assignors further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the Assignee, its successors and assigns, in and to the invention, and in and to any and all patents, or reissues, substitutions or prolongations thereof, which may be granted for the invention in any and all countries in the world;

AND the Assignors hereby authorize and request any official whose duty it is to issue patents to issue each and every patent to be granted for the invention in any and all countries, and each and

every reissue, substitution or prolongation of such patent, to the Assignee, its successors and assigns;

AND the Assignors hereby authorize the firm of SMART & BIGGAR whose full post office address is 1000 De La Gauchetière West, Suite 3300, Montreal, Quebec, H3B 4W5, CANADA to correct clerical errors in the Assignment or to insert any further identification or other information necessary or desirable to make the Assignment suitable for recordal at the Canadian Intellectual Property Office or the United States Patent and Trademark Office;

THIS Assignment is made effective as of May 20, 2009.

AS agreed by both the Assignee and the Assignors, this Assignment has been drawn up in English. *Tel que convenu par le cessionnaire et les cédants, cette cession a été rédigée en anglais.*

SIGNED this 4<sup>th</sup> day of OCTOBER, 2009.

D Tays  
Dwight Tays

**DECLARATION OF WITNESS**

I, Gary Monaghan, whose full postal address is 181 DORCHESTER DRIVE, ST. ALBERT AB. T8N 5Y5, hereby declare that I was personally present and did see Dwight Tays, who is personally known to me to be the person named in this Assignment, sign and execute same.

Declared at EDMONTON, this 4<sup>th</sup> day of OCTOBER, 2009.  
(Locality)

[Signature]  
Witness signature

SIGNED this 15 day of October, 2009.

[Signature]  
David Lilley

**DECLARATION OF WITNESS**

I, Brandon Rudnikoff, whose full postal address is 3482 Côte des Neiges, Apt. M2, Montreal, QC, hereby declare that I was personally present and did see David Lilley, who is personally known to me to be the person named in this Assignment, sign and execute same.

Declared at Montreal, this 15<sup>th</sup> day of October, 2009.  
(Locality)

[Signature]  
Witness signature

SIGNED this 29 day of OCT, 2009.

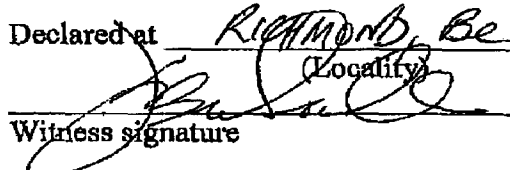
  
Brian Abbott

**DECLARATION OF WITNESS**

I, DAB BUTCHLER whose full postal address is  
16160 RIVER ROAD RICHMOND, VA 23176 hereby declare that I was personally  
present and did see Brian Abbott, who is personally know to me to be the person named in this  
Assignment, sign and execute same.

Declared at RICHMOND, Be, this 29 day of OCTOBER, 2009.

(Locality)

  
Witness signature