# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
McConway & Torley Corporation	05/10/2007

#### **RECEIVING PARTY DATA**

Name:	McConway & Torley, Inc.	
Street Address:	109 48th Street	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15201	

### PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7861433
PCT Number:	US0950468

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 076310.0219

NAME OF SUBMITTER: Glenda J. Orrantia

**Total Attachments: 3** 

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### NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, McCONWAY & TORLEY CORPORATION (hereafter "Assignor"), a Pennsylvania corporation, having an address of 109 48th Street, Pittsburgh, Pennsylvania 15201, is the owner of the patents set forth in Schedule I attached hereto, and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, McCONWAY & TORLEY, INC., (hereafter "Assignee"), a Delaware corporation, having an address of 109 48th Street, Pittsburgh, Pennsylvania 15201, did acquire all right, title and interest in and to the Patent Property as the result of an assignment on or about June 27, 2003;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over *nunc pro tunc* to Assignee, all its right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues, reexaminations, and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney,

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applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

McCONWAY & TORLEY CORPORATION

By:

Patrick S. Wallace

Its:

President

Date:

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## **SCHEDULE 1**

# Pending U.S. Applications

:	Application No.	Filing Date	Title
	10/041875	7 Jan 2002	Railway car coupler knuckle having improved bearing surface.
	10/913017	6 Aug 2004	Railway car coupler knuckle having improved bearing surface.
	11/296051	6 Dec 2005	Method and System for Manufacturing a coupler knuckle.
	11/331723	13 Jan 2006	Railway car coupler knuckle having improved bearing surface.
1	11/567101	5 Dec 2006	Railcar coupler system and method.

## Issued U.S. Patents

Patent No.	Issue Date	Title
4811854	14 Mar 1989	Knuckle structure to ensure failure at knuckle throat portion.
4966291	30 Oct 1990	Slackless rotary drawbar assembly.
5096076	17 Mar 1992	Type E coupler yoke.
5096075	17 Mar 1992	Slackless drawbar.
Re33985	7 July 1992	Slackless rotary drawbar assembly.
5207718	4 May 1993	Slackless Drawbar.
5878897	9 Mar 1999	Slack reduced lock member for a type E railway coupler.
6102222	15 Aug 2000	Lightweight drawbar assembly.
6148733	21 Nov 2000	Type E railway coupler with expanded gathering range.

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**PATENT** REEL: 025623 FRAME: 0057

**RECORDED: 01/12/2011**