

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William R. Coots	03/03/2009
RECEIVING PARTY DATA	
Name:	B & B Metals, Inc.
Street Address:	195 Thomason Court
Internal Address:	a Kentucky Corporation
City:	Shepherdsville
State/Country:	KENTUCKY
Postal Code:	40165
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12940651
CORRESPONDENCE DATA	
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Correspondent Name:	James E. Cole
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Address Line 2:	Middleton Reutlinger
Address Line 4:	Louisville, KENTUCKY 40202
NAME OF SUBMITTER:	James E. Cole, Reg. No. 50,530
Total Attachments: 2	
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OP \$40.00 12940651

ASSIGNMENT

William R. Coots, residing at 2628 Belmont Road, Lebanon Junction, KY 40150, USA
(the "Assignor") has invented:

- (1) a method and apparatus for operating a vehicle on rails of a railroad track with an auxiliary drive assembly, which are disclosed and claimed in United States Letter Patent No. 7,406,919, which issued from application no. 11/264,375 on August 5, 2008 (the "'919 Patent");
- (2) a method and apparatus for depositing railroad plates along a railroad track bed, which are disclosed and claimed in United States Letter Patent No. 6,807,909, which issued from application no. 10/465,192 on October 26, 2004 (the "'909 Patent"); and
- (3) a sensor and apparatus for positioning a railroad tie plate along a railroad track, which are disclosed in an application (No. 11/944,507) for United States Letters Patent filed on November 23, 2007 (the "Application") (collectively, all of the aforesaid the "Inventions");

AND WHEREAS, B&B Metals, Inc., a Kentucky Corporation, whose address is 195 Thomason Court, Shepherdsville, Kentucky 40165, together with any successors, legal representatives or assigns thereof (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

NOW THEREFORE, the Assignor hereby assigns, conveys, and transfers unto Assignee, for good and valuable consideration in the amount of one hundred dollars (\$100), the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Inventions;

said '919 Patent, '909 Patent, and Application, including any and all divisionals, continuations, continuations-in-part, provisionals or non-provisionals claiming priority or relationship to any of the aforesaid, reissues thereof, and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof;



any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignor with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto; and

any and all rights to recover damages for past infringement of any and all said Letters Patent, including but not limited to said '919 Patent and '909 Patent (collectively, all of the aforesaid the "Intellectual Property");

AND THE ASSIGNOR HEREBY AGREES to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

AND THE ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue patents, to issue any Letters Patent granted upon said Application and for said Inventions to Assignee.

ASSIGNOR:

		<u>3/3/09</u>
William R. Coots		Date
COMMONWEALTH OF KENTUCKY)	
)SS:	
COUNTY OF JEFFERSON)	
Subscribed, sworn, and acknowledged before me by the above-listed Assignor this <u>3</u> day of March, 2009.		
<u>2-29-2012</u>		
My Commission expires	Notary Public (Signature)	