

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stanley M. Herzog	02/04/2011
Ivan E. Bounds	02/04/2011
RECEIVING PARTY DATA	
Name:	Herzog Contracting Corp.
Street Address:	600 S Riverside Road
City:	St. Joseph
State/Country:	MISSOURI
Postal Code:	64507
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13023975
CORRESPONDENCE DATA	
Fax Number:	(816)753-6888
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	816-753-6777
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Correspondent Name:	KENT R. ERICKSON
Address Line 1:	800 W. 47TH STREET, SUITE 401
Address Line 4:	KANSAS CITY, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	541.026
NAME OF SUBMITTER:	Kent R. Erickson
Total Attachments: 3 source=Executed_Assignment_with_serial_no#page1.tif source=Executed_Assignment_with_serial_no#page2.tif source=Executed_Assignment_with_serial_no#page3.tif	

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PATENT
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ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which we acknowledge, we made the following assignment and promises to Herzog Contracting Corp., ("Assignee"), a Missouri corporation having a principal place of business at 600 S Riverside Road, St. Joseph, Missouri 64507, in connection with our invention of a new, original, SYSTEM FOR GUIDING RAILS ON A RAIL TRAIN ("the Invention").

1. We assign, transfer, and convey to Assignee the entire right, title and interest in and to
 - (a) the Invention;
 - (b) the application for United States Letters Patent Serial No. 13/023,975 filed by me on February 9, 2011 (we hereby authorize and request that the attorney(s) for assignee, insert in this assignment document the application number and filing date of said application once known);
 - (c) any Letters Patent issued pursuant to, or as a result of, any application referenced above;
 - (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention.
 - (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
 - (f) all extensions, renewals, reissues, divisions, continuations and continuations-in-part (or their legal equivalents) of any applications or Letters Patent referred to above.
2. We authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.
3. We agree that, upon the request of Assignee, we will
 - (a) execute any and all divisional, continuation and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;

- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
- (d) cooperate to the best of my ability in connection with any interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4. We covenant and warrant that as of the effective date of this Assignment Agreement, we are the true and lawful owners of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

2/4/11
Date

Stanley M. Herzog
Stanley M. Herzog

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

On this 4th day of FEBRUARY, 2011, before me, a Notary Public in and for the above State and County, personally appeared Stanley M. Herzog, to me known and known to me to be the person of that name who signed the above instrument, and he acknowledged the same to be his free act and deed.

Bert K. Ross
Notary Public

My Commission Expires: 2/3/13



2/4/11
Date

Ivan E. Bounds
Ivan E. Bounds

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

On this 4th day of FEBRUARY, 2011, before me, a Notary Public in and for the above State and County, personally appeared Ivan E. Bounds, to me known and known to me to be the person of that name who signed the above instrument, and he acknowledged the same to be his free act and deed.

Bert K. Ross
Notary Public

My Commission Expires:

2/3/13
~~2/1/11~~

