

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
RAILPOWER, LLC	03/04/2011
<b>RECEIVING PARTY DATA</b>	
Name:	ECOPOWER HYBRID SYSTEMS INC.
Street Address:	9995 Avenue de Catania, Local G.
City:	Brossard, QC
State/Country:	CANADA
Postal Code:	J4Z 3V7
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Patent Number:	7661370
Application Number:	12090769
Patent Number:	7554278
Application Number:	11923254
Application Number:	12426655
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	1504-004 CRR
NAME OF SUBMITTER:	Warren D. Schickli

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**PATENT**  
 REEL: 025967 FRAME: 0613

Total Attachments: 4

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ASSIGNMENT

WHEREAS, RAILPOWER, LLC a Kentucky Limited Liability Company, having an address of 101 R.J. Corman Drive, Nicholasville, KY 40340 ("ASSIGNOR") acquired the entire right, title and interest in and to a new and useful inventions as set forth in the patents and patent applications identified in *Exhibit A*, attached hereto and incorporated by reference herein; and

AND WHEREAS, ECOPOWER HYBRID SYSTEMS INC. a Canadian Corporation having an address of 9995 Avenue de Catania, Local G, Brossard, QC Canada J4Z 3V7 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said inventions, patents, and patent applications identified in *Exhibit A* and in and to any and all subsequent Letters Patents of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, its legal representatives, successors, and assigns, the entire right, title and interest in and to said inventions, patents, and patent applications identified in *Exhibit A*, and in and to any and all subsequent Letters Patents of the United States and foreign countries which may be obtained therefor, together with (1) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the inventions, patents, and/or patent application identified in *Exhibit A*, including without limitation, damages and payments for past or future infringements and misappropriations of the invention, patent and patent application; and (2) all rights to sue for past, present and future infringements or misappropriations of the invention, patent and patent application identified in *Exhibit A*.

UPON SAID CONSIDERATIONS, ASSIGNOR hereby agree with said ASSIGNEE that they will not execute any writing or do any act whatsoever conflicting with these presents, and that they will, at any time upon request, without further or additional consideration but at the expense of said ASSIGNEE, execute such additional assignments and other writings and do such additional acts as said ASSIGNEE may deem necessary or desirable to perfect the ASSIGNEE's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional,

continuation, continuation-in-part, reexamined, reissued, or extended patent of the United States or of any and all foreign countries on said inventions, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary 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 ASSIGNOR and ASSIGNEE;

ASSIGNOR requests the Commissioner of Patents and Trademarks to issue any patents of the United States and/or Foreign Countries which may be issued for said inventions to ASSIGNEE, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the inventions covered thereby.

The undersigned represent that they have the authority to bind the party for which they sign.

ASSIGNOR  
Railpower, LLC

Signature: Kenneth D Adams

Printed Name: Kenneth D. Adams

Title: Sec/Treas of Managing  
Member - AT & T Railroad Group

WITNESSED in \_\_\_\_\_  
this 4 day of March, 2011

Kath Johnson  
Witness

\_\_\_\_\_  
Witness

### ACKNOWLEDGMENT

ASSIGNEE, EcoPower Hybrid Systems Inc., hereby acknowledges the assignment to it of the invention, patent, and patent application identified in *Exhibit A*, and in and to any and all subsequent Letters Patents of the United States and foreign countries which may be obtained therefor. The undersigned represents that he or she has the authority to bind ASSIGNEE.

ASSIGNEE  
EcoPower Hybrid Systems Inc.

Signature: Kenneth D. Adams

Printed Name: Kenneth D. Adams

Title: Sec/Trent

Date: 3-4-11

# Patent Status Chart

Docket No.	Title	Appl. No./ Filing Date	Reg. No./Date
1504-017	DESIGN OF A LARGE LOW MAINTENANCE BATTERY PACK FOR A HYBRID LOCOMOTIVE	11/551038 Oct. 19, 2006	7661370 Feb. 16, 2010
1507-017 A	DESIGN OF A LARGE LOW MAINTENANCE BATTERY PACK FOR A HYBRID LOCOMOTIVE	12/090/769 July 9, 2008	
1504-017 PCT	DESIGN OF A LARGE LOW MAINTENANCE BATTERY BACK FOR A HYBRID LOCOMOTIVE	PCT/US2006/040817 Oct. 19, 2006	
1504-018	LOAD-LIFTING APPARATUS AND METHOD OF STORING ENERGY FOR THE SAME	11/818043 June 13, 2007	7554278 June 30, 2009
1504-018 EPC	LOAD-LIFTING APPARATUS AND METHOD OF STORING ENERGY FOR THE SAME	07719969.3 June 13, 2007	
1504-018 PCT	LOAD-LIFTING APPARATUS AND METHOD OF STORING ENERGY FOR THE SAME	PCT/CA2007/001053 June 13, 2007	
1504-032	MARINE POWER TRAIN SYSTEM AND METHOD OF STORING ENERGY IN A MARINE VEHICLE	11/923,254 Oct. 24, 2007	
1504-033	LOSSLESS DYNAMIC BATTERY EQUALIZER SYSTEM AND METHOD	12/426655 Apr. 20, 2009	

Exhibit A

PATENT

REEL: 025967 FRAME: 0618

RECORDED: 03/16/2011