

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>W. Thomas URMSON Jr.</td><td>12/06/2001</td></tr><tr><td>John W. MOSPAN</td><td>12/06/2001</td></tr><tr><td>Frank T. LENCO</td><td>12/06/2001</td></tr></tbody></table>		Name	Execution Date	W. Thomas URMSON Jr.	12/06/2001	John W. MOSPAN	12/06/2001	Frank T. LENCO	12/06/2001
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W. Thomas URMSON Jr.	12/06/2001								
John W. MOSPAN	12/06/2001								
Frank T. LENCO	12/06/2001								
RECEIVING PARTY DATA									
Name:	Portec Rail Products, Inc.								
Street Address:	P.O. Box 38250, 900 Freeport Road								
City:	Pittsburgh								
State/Country:	PENNSYLVANIA								
Postal Code:	15238-8250								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11903749</td></tr></tbody></table>		Property Type	Number	Application Number:	11903749				
Property Type	Number								
Application Number:	11903749								
CORRESPONDENCE DATA									
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Address Line 4:	Minneapolis, MINNESOTA 55402-0910								
ATTORNEY DOCKET NUMBER:	00270.0097FPC2								
NAME OF SUBMITTER:	Mark T. Skoog								
Total Attachments: 2 source=Assignment_Portec#page1.tif source=Assignment_Portec#page2.tif									

OP \$40.00 11903749

## ASSIGNMENT

WHEREAS, WE, W. Thomas Urmson, Jr., John W. Mospan and Frank T. Lenco, residing in Valencia, Pittsburgh and Pittsburgh, all Commonwealth of Pennsylvania, respectively, have invented certain new and useful improvements in TOP OF RAIL APPLICATOR for which a patent application was received in the United States Patent and Trademark Office on 28 September 2001 and bears Serial No. 09/937,792, which is the U.S. National Phase of International Application No. PCT/US00/09269, filed 07 April 2000, which claims priority to United States Provisional Application No. 60/128,290, filed 8 April 1999;

AND, WHEREAS, PORTEC RAIL PRODUCTS, INC., a corporation of West Virginia, having a place of business at P.O. Box 38250, 900 Freeport Road, Pittsburgh, Pennsylvania 15238-8250, hereinafter called the "assignee", is desirous of acquiring the entire right, title, and interest in and to said applications and the inventions and improvements therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to us by said assignee, the receipt of which is hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said applications and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

The Assistant Commissioner for Patents is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said applications, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and

generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

Date 12/6/01

Inventor W. Thomas Urmson, Jr.  
W. Thomas Urmson, Jr.

Date 12/6/01

Inventor John W. Mospan  
John W. Mospan

Date 12/6/01

Inventor Frank T. Lenc  
Frank T. Lenc