

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Assignment Agreement												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Darrell D. Dial</td> <td>01/04/2012</td> </tr> <tr> <td>Russell D. Dial</td> <td>01/04/2012</td> </tr> <tr> <td>Jason D. Dial</td> <td>01/04/2012</td> </tr> <tr> <td>Timothy P. Stanley</td> <td>01/04/2012</td> </tr> </tbody> </table>		Name	Execution Date	Darrell D. Dial	01/04/2012	Russell D. Dial	01/04/2012	Jason D. Dial	01/04/2012	Timothy P. Stanley	01/04/2012		
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>CoalCap, LLC</td> </tr> <tr> <td>Street Address:</td> <td>3211 West Fourth Street</td> </tr> <tr> <td>City:</td> <td>Fort Worth</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>76107</td> </tr> </table>		Name:	CoalCap, LLC	Street Address:	3211 West Fourth Street	City:	Fort Worth	State/Country:	TEXAS	Postal Code:	76107		
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PROPERTY NUMBERS Total: 5													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61425931</td> </tr> <tr> <td>Application Number:</td> <td>61440017</td> </tr> <tr> <td>Application Number:</td> <td>13153828</td> </tr> <tr> <td>Application Number:</td> <td>61504833</td> </tr> <tr> <td>Application Number:</td> <td>61504839</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61425931	Application Number:	61440017	Application Number:	13153828	Application Number:	61504833	Application Number:	61504839
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Application Number:	13153828												
Application Number:	61504833												
Application Number:	61504839												
CORRESPONDENCE DATA													
Fax Number:	(817)878-0501												
Phone:	817/878-0500												
Email:	shorner@whitakerchalk.com												
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.													
Correspondent Name:	Charles D. Gunter, Jr.												
Address Line 1:	301 Commerce Street												
Address Line 2:	Suite 3500												

OP \$200.00 61425931

Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:

22708

NAME OF SUBMITTER:

Charles D. Gunter, Jr.

Total Attachments: 6

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PATENT APPLICATIONS ASSIGNMENT AGREEMENT

This Patent Applications Assignment Agreement (the "Agreement") is entered into as of January 4, 2012 by and between Darrell D. Dial, residing at Fort Worth, Texas; Russell D. Dial, residing at Fort Worth, Texas; Jason D. Dial, residing at Westworth Village, Texas; and Timothy P. Stanley, residing at Fort Myers, Florida (individually, an "Assignor" and together, the "Assignors"), and CoalCap, LLC, a Texas limited liability company ("Assignee"), with its principal office at 3211 West Fourth Street, Fort Worth, Texas 76107.

WHEREAS, Assignors have invented a new and useful invention (the "Invention") and have filed provisional and non-provisional applications for patent applications related thereto, all of which are listed in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Patent Applications"); and

WHEREAS, Assignee, together with any successors, legal representatives or assigns, desires to acquire the entire right, title and interest in and to the Patent Applications and any patents issued therefrom;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

1. **Assignment.** Assignors hereby sell, assign, transfer and set over to Assignee their entire right, title and interest in and to the Patent Applications and the Invention and any patents issued therefrom.

2. **Representations and Warranties.** Assignors represent and warrant to Assignee:

(a) Assignors have the right, power and authority to enter into this Agreement;

(b) Assignors are the exclusive owners of all right, title and interest, including all intellectual property rights, in the Invention and the Patent Applications;

(c) The Invention and Patent Applications are free of any liens, security interests, encumbrances and licenses;

(d) The Invention and Patent Applications do not infringe the rights of any person or entity;

(e) There are no claims, pending or threatened, with respect to Assignors' rights in the Invention or the Patent Applications;

(f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Advice of Counsel; Voluntary Agreement.** Each of the parties agrees and represents that such party has been represented by such party's own separate counsel with regard to the execution of this Agreement or that, if acting without counsel, such party has had adequate opportunity and understands the importance to such party's interest of obtaining the advice of such party's own separate counsel prior to the execution of this Agreement and has knowingly and freely waived the right to obtain advice of such party's own separate counsel. Each party has fully read and understands this Agreement. This Agreement is the knowing and voluntary agreement of each of the parties.

4. **Entire Agreement.** This Agreement constitutes the only agreement between the parties relating to the subject matter of this Agreement and no prior or contemporaneous representations, promises, understandings or agreements, oral or otherwise, not herein contained shall be of any force or effect.

5. **Amendment.** This Agreement may be amended only by an instrument in writing signed by all the parties.

6. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and such provision of this Agreement will be deemed to have been stricken herefrom and the remainder will have the same force and effect as if such provision had never been included herein.

7. **Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or construe this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and other disbursements reasonably incurred in such action in addition to all other relief to which the prevailing party may be entitled.

8. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns.

9. **Further Actions.** At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effect the purposes of this Agreement.

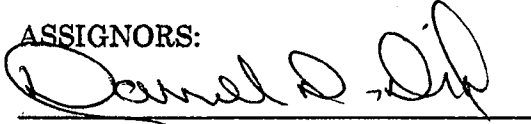
10. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas.


11. **Authorization.** Each individual executing this Agreement on behalf of an entity individually represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such entity in accordance with its terms.


12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties hereto when one or more counterparts of this Agreement, individually or taken together, bear the signatures of all of the parties hereto.

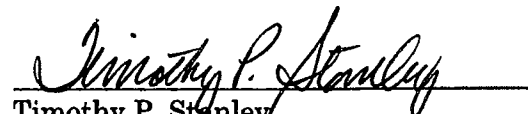
This Agreement has been executed in multiple originals by the parties hereto on the date and year first above written.

ASSIGNORS:


Darrell D. Dial


Russell D. Dial

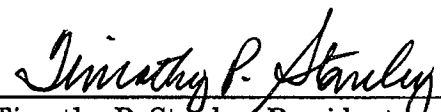

Jason D. Dial


Timothy P. Stanley

ASSIGNEE:

CoalCap, LLC

By: Global One Holdings, Inc.,
Its Managing Member

By: 
Timothy P. Stanley, President

[signature page - Patent Applications Assignment Agreement]

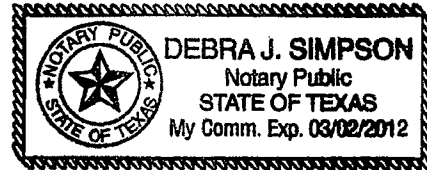
STATE OF TEXAS

COUNTY OF TARRANT

On January 4, 2012, before me personally appeared **Darrell D. Dial** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

WITNESS my hand and official seal.

Debra J Simpson
Signature of Notary



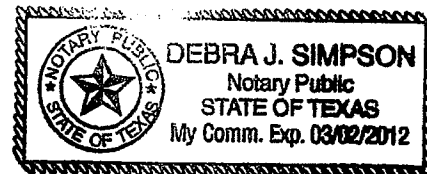
STATE OF TEXAS

COUNTY OF TARRANT

On January 4, 2012, before me personally appeared **Russell D. Dial** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

WITNESS my hand and official seal.

Debra J Simpson
Signature of Notary



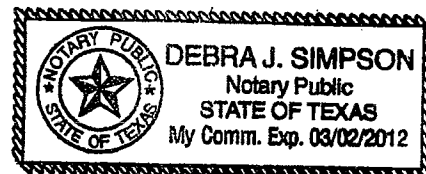
STATE OF TEXAS

COUNTY OF TARRANT

On January 4, 2012, before me personally appeared **Jason D. Dial** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

WITNESS my hand and official seal.

Debra J Simpson
Signature of Notary



[Notary page 1- Patent Applications Assignment Agreement]

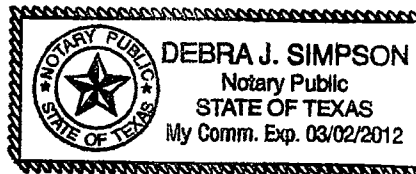
STATE OF TEXAS

COUNTY OF TARRANT

On January 4, 2012, before me personally appeared Timothy P. Stanley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument.

WITNESS my hand and official seal.

Debra J. Simpson
Signature of Notary



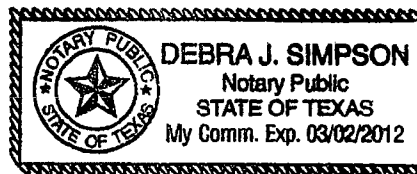
STATE OF TEXAS

COUNTY OF TARRANT

On January 4, 2012, before me personally appeared Timothy P. Stanley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as President of Global One Holdings, Inc., the Managing Member of CoalCap, LLC, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Debra J. Simpson
Signature of Notary



[Notary page 2- Patent Applications Assignment Agreement]

EXHIBIT A

DESCRIPTION OF INVENTION AND PATENT APPLICATIONS

TITLE	APPLICATION NUMBER
Cover System for Open Top Rail Cars	61/425,931
Cover System for Open Top Rail Cars	61/440,017
Cover System for Open Top Rail Cars	13/153,828
Cover System for Open Top Rail Cars	61/504,833
Cover System for Open Top Rail Cars	61/504,839