502667559 02/05/2014

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2714166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date		
STANLEY M. HERZOG	02/03/2014		
IVAN E. BOUNDS	02/03/2014		

RECEIVING PARTY DATA

Name:	HERZOG RAILROAD SERVICES, INC.			
Street Address:	600 S. RIVERSIDE ROAD			
City:	ST. JOSEPH			
State/Country:	MISSOURI			
Postal Code:	64507			

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	14171439
Application Number:	14171482
Application Number:	14171508

CORRESPONDENCE DATA

Fax Number: (913)549-4646 **Phone**: 913-549-4700

Email: ekdkdocket@kcpatentlaw.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: KENT R. ERICKSON

Address Line 1: 8900 STATE LINE ROAD, SUITE 500

Address Line 4: LEAWOOD, KANSAS 66206

ATTORNEY DOCKET NUMBER:	541.071-073					
NAME OF SUBMITTER:	KENT R. ERICKSON					
Signature:	/Kent R. Erickson/					
Signature:	/Kent R. Erickson/					

502667559 REEL: 032145 FRAME: 0799

Date:	02/05/2014
Total Attachments: 3 source=Assignment_FINAL#page1.tif source=Assignment_FINAL#page2.tif source=Assignment_FINAL#page3.tif	

PATENT REEL: 032145 FRAME: 0800

ASSIGNMENT AGREEMENT

In exchange for good and valuable consideration, the receipt of which we acknowledge, we made the following assignment and promises to Herzog Railroad Services, Inc. ("Assignee"), a Missouri corporation having a principal place of business at 600 S. Riverside Road, St. Joseph, Missouri 64507, in connection with our inventions related to a RAIL LOADING AND UNLOADING MACHINE ("Inventions").

<u>.</u>		We as:	sign,	transfer,	and con	vey to /	Assignee	the	entire	right,	title an	d inter	est in
and to	į	(a)	the	Invention	1S;								

- (b) provisional application for United States Patent Serial No. 61/761,494 filed on February 6, 2013;
- the applications for United States Letters Patent Serial Nos.

 14/171,439 , 14/171,482 , and 14/171,508

 filed on February 3, 2014 , February 3, 2014 , and

 February 3, 2014 respectively, and claiming priority from provisional application No. 61/761,494 filed on February 6, 2013 (we hereby authorize and request that the attorney(s) for assignee, insert in this assignment document the application numbers and filing dates of said applications once known);
- (d) all applications for patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Inventions;
- (e) all patents which may be granted for the Inventions in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or 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 patents or similar legal protection for the Inventions or improvements.
 - We agree that, upon the request of Assignee, we will
 - (a) execute any and all divisional, continuation and renewal applications for the Inventions or improvements;
 - (b) execute any supplemental oath relating to the Inventions or improvements;
 - execute any application for reissue or extension of any patents that may be granted upon the application;

(Docket 541.071)

PATENT REEL: 032145 FRAME: 0801

- (d) cooperate to the best of our abilities 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 a patent or patents on the Inventions and vest all right in such patents in Assignee; and
- **(f)** perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.
- We covenant and warrant that as of the date of this Assignment Agreement, we 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.
- 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.
- The assignment of rights herein is effective as of the date of conception of the Inventions by us.

Stanley M. Herzog

STATE OF MISSOUR! COUNTY OF Bucken land

On this 300 day of FEDRUARY, 2014, before me personally appeared Stanley M. Herzog, to me known to be the person described in, and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Dut K. Kon

Seal



2/3/14	In Elson
Date	Ivan E. Bounds
STATE OF MISSURI) ss. COUNTY OF BUCKANAN) On this 3 day of Februar Ivan E. Bounds, to me known to be the person	, 2014, before me personally appeared son described in, and who executed the foregoing
instrument, and who duly acknowledged to purposes therein set forth.	me that he executed the same for the uses and
	Both Born Notary Public
My Commission expires: 2/3/17	
Seal	