

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2739239

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>NATHAN A. LANDES</td> <td>01/29/2014</td> </tr> <tr> <td>IVAN E. BOUNDS</td> <td>01/29/2014</td> </tr> </tbody> </table>		Name	Execution Date	NATHAN A. LANDES	01/29/2014	IVAN E. BOUNDS	01/29/2014				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>HERZOG RAILROAD SERVICES, INC.</td> </tr> <tr> <td>Street Address:</td> <td>600 S. RIVERSIDE ROAD</td> </tr> <tr> <td>City:</td> <td>ST. JOSEPH</td> </tr> <tr> <td>State/Country:</td> <td>MISSOURI</td> </tr> <tr> <td>Postal Code:</td> <td>64507</td> </tr> </table>		Name:	HERZOG RAILROAD SERVICES, INC.	Street Address:	600 S. RIVERSIDE ROAD	City:	ST. JOSEPH	State/Country:	MISSOURI	Postal Code:	64507
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PROPERTY NUMBERS Total: 2											
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CORRESPONDENCE DATA											
<p>Fax Number: (913)549-4646 Phone: 9135494700 Email: ekdkdocket@kcpatentlaw.com <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> Correspondent Name: KENT R. ERICKSON Address Line 1: 8900 STATE LINE RD, SUITE 500 Address Line 4: LEAWOOD, KANSAS 66206</p>											
ATTORNEY DOCKET NUMBER:	541.052										
NAME OF SUBMITTER:	KENT R. ERICKSON										
Signature:	/Kent R. Erickson/										
Date:	02/24/2014										
<p>Total Attachments: 3 source=Assignment_052_signed#page1.tif source=Assignment_052_signed#page2.tif source=Assignment_052_signed#page3.tif</p>											

PATENT

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 invention of a new and original AUTOMATED TRACK SURVEYING AND BALLAST REPLACEMENT ("Invention").

1. We assign, transfer, and convey to Assignee the entire right, title and interest in and to:
 - (a) the Invention;
 - (b) provisional application for United States Patent Serial No. 61/548,429 filed on October 18, 2011;
 - (c) the application for United States Letters Patent Serial No. 13/654,126 filed on October 17, 2012 and claiming priority from provisional application No. 61/548,429 filed on October 18, 2011;
 - (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 Invention;
 - (e) all patents which may be granted for the Invention 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 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 patents that may be granted upon the application;
 - (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 Invention 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.

4. 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.

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.

6. The assignment of rights herein is effective as of the date of conception of the Invention by us.

1/29/14
Date

Nathan A. Landes
Nathan A. Landes

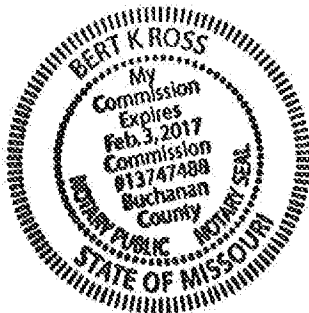
STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

On this 29th day of JANUARY, 2014, before me personally appeared Nathan A. Landes, 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.

Bert K. Cross
Notary Public

My Commission expires: 2/3/17

Seal



1/29/14
Date

Ivan E. Bounds
Ivan E. Bounds

STATE OF Missouri)
COUNTY OF Buchanan) ss.

On this 29th day of January, 2014, before me personally appeared Ivan E. Bounds, 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.

Bert K. Cross
Notary Public

My Commission expires: 2/3/17

Seal

