

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2984888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES W. FORBES	09/08/2004
JAMAL HEMATIAN	09/13/2004
RECEIVING PARTY DATA	
Name:	NATIONAL STEEL CAR LIMITED
Street Address:	600 KENILWORTH AVENUE NORTH
Internal Address:	P.O. BOX 2450
City:	HAMILTON, ONTARIO
State/Country:	CANADA
Postal Code:	L8N 3J4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12397104
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	200405.00123
NAME OF SUBMITTER:	NATHAN B. WEBB
SIGNATURE:	/Nathan B. Webb/
DATE SIGNED:	08/18/2014
Total Attachments: 2	
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ASSIGNMENT

WHEREAS, We, James W. Forbes and Jamal Hematian, residing at the respective addresses stated below, have made an invention entitled **Rail Road Car Truck and Fittings Therefor** for which (mark box):

▪ A. We have filed applications for United States and Canadian Letters Patent and for which we hereby authorize our attorney, Kenneth L. Bousfield of the firm of McCarthy Tétrault LLP, authorized to prosecute said applications, to here insert the filing date and serial number of said applications when known:

United States: Filed: July 8, 2004 Serial No.:10/888,788

Canada: Filed: July 8, 2004 Serial No.:2,473,264

United States: Filed: March 3, 2009 Serial No.: 12/397104

B. A declaration has been executed on even date herewith, under the same title, and naming us as the inventors;

AND WHEREAS, National Steel Car Limited (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of Canada, having a place of business at P.O. Box 2450, 600 Kenilworth Avenue North, Hamilton, Ontario, Canada, is desirous of acquiring the same;

AND WHEREAS, this assignment may be executed in counterparts;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we confirm that we have assigned, sold, transferred and set over, and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said applications, including all divisions, continuations, continuations in-part and substitutions thereof; and (c) all Canadian, United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions, Canada,, and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which Canada is signatory, including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this assignment not been made.

We hereby represent and warrant that, as far as we are aware, we are the only inventors of the said invention, and that until the time of assignment, sale, transfer or setting over of the invention and of the applications by us to the ASSIGNEE, we were, and had at all times been, the owners of all right, title and interest in and to the invention and of the applications.

We covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the Commissioner of Patents of Canada, respectively, to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns

IN TESTIMONY WHEREOF, We have duly executed this assignment on the date as indicated next to our names.

First Joint Inventor:

Date: Sept 8/04

James W. Forbes
James W. Forbes

Residence Address:

15 Glenron Road, R.R. #2,
Campbellville, Ontario, L0P 1B0, Canada

Citizenship:

Canada

Witnessed By:

William R. Davis
(Signature) WILLIAM R DAVIS
(Print Name)

Second Joint Inventor:

Date: SEP 13, 2004

J. Hematian
Jamal Hematian

Residence Address:

#203, 1272 Ontario Street
Burlington, Ontario, L7S 2L8 Canada

Citizenship:

Canada

Witnessed By:

William R. Davis
(Signature) WILLIAM R. DAVIS
(Print Name)