

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3235584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
SAVAGE SERVICES CORPORATION		09/12/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RAIL SERVICE AND LOGISTICS, LLC	
<b>Street Address:</b>	16100 CHESTERFIELD PARKWAY WEST	
<b>Internal Address:</b>	STE. 175	
<b>City:</b>	CHESTERFIELD	
<b>State/Country:</b>	MISSOURI	
<b>Postal Code:</b>	63017	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6976432	
Patent Number:	8061277	
Patent Number:	6324993	
Patent Number:	6786158	
Patent Number:	6257680	
Patent Number:	6758536	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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<b>Correspondent Name:</b>	PHILLIPS RYTHER & WINCHESTER	
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<b>ATTORNEY DOCKET NUMBER:</b>	RS0001	
<b>NAME OF SUBMITTER:</b>	MATTHEW D. THAYNE	
<b>SIGNATURE:</b>	/Matthew D. Thayne/	
<b>DATE SIGNED:</b>	02/20/2015	

**Total Attachments: 5**

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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated as of September 12, 2014, is made by Savage Services Corporation, a Utah corporation ("Seller"), in favor of Rail Service and Logistics, LLC, a Missouri limited liability company ("Buyer"), the purchaser of certain assets related to a railroad tie gathering, removal, transportation, processing and disposal business operated by Savage Transportation Management Inc. ("Savage Transportation Management"), pursuant to an Asset Purchase Agreement dated as of the date hereof between Buyer and Savage Transportation Management (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Savage Transportation Management has agreed to cause Seller to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any

documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

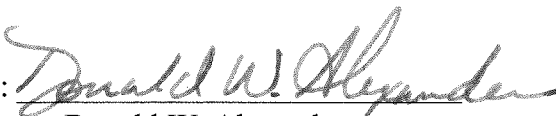
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

**SAVAGE SERVICES CORPORATION**

By:   
Name: Donald W. Alexander  
Title: Senior Vice President

AGREED TO AND ACCEPTED:

**RAIL SERVICE AND LOGISTICS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

**SAVAGE SERVICES CORPORATION**

By: \_\_\_\_\_  
Name: Donald W. Alexander  
Title: Senior Vice President

AGREED TO AND ACCEPTED:

**RAIL SERVICE AND LOGISTICS, LLC**

By: \_\_\_\_\_  
Name: Greg Smith  
Title: Authorized Signatory

# **SCHEDULE 1** **ASSIGNED PATENTS**

Owner:	Description:	Country:	Status:	Application No.:	File Date:	Issue/Reg. No.:	Issue/Reg. Date:	Exp/Renewal Date:	Next Due Date:
Savage Services Corporation	Road/Rail Vehicle With Load-Shifting Device	United States	Issued	10804816	3/19/2004	6,976,432	12/20/2005	3/19/2024	6/23/2017
Savage Services Corporation	Road and Rail Vehicle with Pivotable Axle and Associated Methods	United States	Issued	12342980	12/23/2008	8061277	11/22/2011	12/7/2029	5/22/2015
Savage Services Corporation	Hydraulic Load Shifting Device For Drawbar	United States	Issued	9261674	3/31/1999	6324993	12/4/2001	3/3/2019	6/30/2019 Expires
Savage Services Corporation	Railcar-Moving Vehicle With Load Shifting Device	United States	Issued	10617005	7/10/2003	6786158	9/7/2004	3/3/2019	3/7/2016
Savage Services Corporation	Braking System For Railroad Car / Semi-Tractor Combination	United States	Issued	9261403	3/31/1999	6257680	7/10/2001	3/3/2019	6/30/2019 Expires
Savage Services Corporation	Braking System For Railroad Car / Semi-Tractor Combination	United States	Issued	9903380	7/10/2001	6758536	7/6/2004	3/3/2019	1/6/2016
Savage Services Corporation	Road and Rail Vehicle with Pivotable Axle and Associated Methods	United States	Not Issued	61/009,756	12/31/2007	N/A	N/A	N/A	N/A
Savage Services Corporation	Turning Roll	United States	Not Issued	61/266,239	12/3/2009	N/A	N/A	N/A	N/A
Savage Services Corporation	Railroad Wheel for Semi-Trailer Truck	United States	Not yet filed	N/A	N/A	N/A	N/A	N/A	N/A
Savage Services Corporation	Road/Rail Vehicle With Load-Shifting Device	Canada	Issued	2560296	3/21/2005	2560296	2/28/2012	3/21/2025	3/21/2013
Savage Services Corporation	Road and Rail Vehicle With Pivotable Axle and Associated Methods	Canada	Pending/Cancelled-Last payment was made 12/28/2012	2648398	12/31/2008	N/A	N/A	N/A	12/31/2013