

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4142849

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMSTED RAIL COMPANY, INC.	10/16/2015
RECEIVING PARTY DATA		
Name:	RAIL PRODUCT SOLUTIONS LLC	
Street Address:	1209 ORANGE STREET	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	6789740
	Patent Number:	6986470
	Patent Number:	7533829
CORRESPONDENCE DATA		
Fax Number:	(309)675-1236	
<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>		
Phone:	(309) 675-8091	
Email:	Mayernich_Linda_L@cat.com	
Correspondent Name:	CATERPILLAR INC.	
Address Line 1:	100 NE ADAMS STREET	
Address Line 2:	AH9510	
Address Line 4:	PEORIA, ILLINOIS 61629-9510	
NAME OF SUBMITTER:	LINDA L. MAYERNICH	
SIGNATURE:	/Linda L. Mayernich/	
DATE SIGNED:	11/15/2016	
Total Attachments: 3		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made effective as of October 16, 2015 ("Effective Date") by and between Amsted Rail Company, Inc., a Delaware corporation ("Assignor"), in favor of Rail Product Solutions LLC, a Delaware limited liability company (formerly known as Rail Product Solutions, Inc., a Delaware corporation) ("Assignee").

WHEREAS, Assignor, Amsted Rail Ventures, Inc. and Assignee are parties to that certain Contribution Agreement dated as of June 1, 2015;

WHEREAS, under the Contribution Agreement, Assignor contributed certain assets, including certain patents, to Assignee; and

WHEREAS, subject to the terms and conditions of this Assignment, Assignor wishes to contribute and assign to Assignee, and Assignee wishes to receive, all of Assignor's right in certain additional patent applications and patents.

NOW, THEREFORE, for good and valuable consideration as set forth in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to (a) the patents and patent applications set forth on Schedule A, (b) any patents issuing on patent applications set forth on Schedule A, (c) any and all divisions, reissues, reexaminations, continuations, continuations-in-part, extensions, and foreign counterparts of any of the foregoing, and (d) all inventions disclosed or claimed in any of the foregoing (collectively, the "Patent Rights"), in each case, together with the right to all incomes, royalties, or payments due or payable with respect to any of the Patent Rights, arising on or after the Effective Date, and the right to bring action for and collect for present, future and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from infringement of any of the Patent Rights, whether occurring before or after the Effective Date, all of the same to be held and enjoyed by Assignee, its successors and assigns to the full end of the term or terms for which any patents that may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. The internal law (and not the law of conflicts) of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.
3. This Agreement may be executed in multiple counterparts (including by means of telecopied or electronically transmitted signature pages), all of which taken together shall constitute one and the same Agreement.
4. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Contribution Agreement.

{Signatures to follow}

717862668 12346212

MGS/MB
TB/MB

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

AMSTED RAIL COMPANY, INC.
(Assignor)

By: Thomas E. Bergmann

Name: Thomas E. Bergmann

Title: Senior Vice President

RAIL PRODUCT SOLUTIONS, INC.
(Assignee)

By: Thomas E. Bergmann

Name: Thomas E. Bergmann

Title: Senior Vice President

MGS/MB
TB/MB

SCHEDULE A
Assigned Patents

COUNTRY	(APP) or (PATENT) No.	Filing Date (F) or Expiration Date (E)	ENTITY	STATUS
WO	A: PCT/IB2013/000841	F: 4/22/2013	RPS	PUBLISHED
CANADA	A: 2871199	F: 4/22/2013	RPS	PUBLISHED
US	A: 14/396,351	F: 4/22/2013	RPS	PUBLISHED
AU	A: 2013254363	F: 4/22/2013	RPS	ALLOWED
US	P: 8,944,340B2	E: 8/23/2033	RPS	GRANTED
US	P: D712241S1	E: 9/02/2028	RPS	GRANTED
US	P: 6,789,740	E: 11/06/2021	RPS	GRANTED
US	P: 6,986,470	E: 01/30/2023	RPS	GRANTED
US	P: 7,533,829	E: 06/30/2026	RPS	GRANTED
US	P: 7,766,249	E: 05/15/2028	RPS	GRANTED
US	P: 8,056,826	E: 01/06/2026	RPS	GRANTED
US	P: 8,210,444	E: 10/18/2030	RPS	GRANTED
US	P: 8,919,660	E: 07/29/2033	RPS	GRANTED

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