

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4391601

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HOLDEN INTERNATIONAL INC.	12/31/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HOLDEN AMERICA IL, LLC
<b>Street Address:</b>	6235 S. OAK PARK AVENUE
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60638
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8844852
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(613)787-3558
<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>	
<b>Phone:</b>	6132375160
<b>Email:</b>	aarmstrongbaker@blg.com
<b>Correspondent Name:</b>	BORDEN LADNER GERVAIS LLP
<b>Address Line 1:</b>	WORLD EXCHANGE PLAZA, 100 QUEEN ST, SUITE 1300
<b>Address Line 4:</b>	OTTAWA, CANADA K1P 1J9
<b>ATTORNEY DOCKET NUMBER:</b>	287992-000074
<b>NAME OF SUBMITTER:</b>	ANGIE ARMSTRONG-BAKER
<b>SIGNATURE:</b>	/Angie Armstrong-Baker/
<b>DATE SIGNED:</b>	05/01/2017
<b>Total Attachments: 3</b>	
source=Patent Assignment Agreement- HOLDEN#page1.tif	
source=Patent Assignment Agreement- HOLDEN#page2.tif	
source=Patent Assignment Agreement- HOLDEN#page3.tif	

## PATENT ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT** is dated as of December 31, 2016 and effective October 1, 2016 (the “**Effective Date**”), by and between **HOLDEN INTERNATIONAL INC.**, having its principal place of business at 6700 Cote de Liesse, suite 404, Montreal (the “**Assignor**”), and **HOLDEN AMERICA IL, LLC** having its principal place of business at 6235 S. Oak Park Avenue, Chicago, IL 60638, United States of America (the “**Assignee**”).

**WHEREAS**, the Assignor is the owner of the entire rights, title and interest in and to the inventions, disclosed in the patents and patent applications listed on Schedule “A” attached hereto, including, without limitation, any applications therefor or registrations thereof in Canada, and the United States, and all foreign countries (hereinafter referred to as the “**Patents**”);

**WHEREAS** pursuant to an Asset Purchase Agreement entered into as of the date hereof, (the “**Asset Purchase Agreement**”) between the Assignor and the Assignee, the Assignee has acquired all of the Assignor’s rights, title and interest in and to the Patents; and

**WHEREAS** the Assignor and the Assignee desire to memorialize the transfer to the Patents from the Assignor to the Assignee.

**NOW, THEREFORE**, the Assignor declares as follows:

The preamble shall form an integral part hereof.

In consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee of the entire rights, titles and interests in and to the Patents and all reissues, divisions, continuations, renewals, extension and continuations-in-part thereof effective on the Effective Date.

The Assignor further confirms the assignment and transfer to the Assignee of the right to sue for past infringement and to recover and retain all damages and profits arising in connection with such Patents.

The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Patent Assignment Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

This Patent Assignment Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

This Patent Assignment Agreement will be deemed made under, construed in accordance with and governed by the laws of the Province of Quebec. Any suit with respect to this Patent

Agreement or the transactions contemplated in this Patent Assignment Agreement shall be brought solely before State or Federal courts in Chicago, Illinois, and each of Assignee and Assignor consents and waives any objection to the personal jurisdiction and venue of such courts, except that any proceeding to enforce any award, judgment or other order entered in any such suit may be brought in any jurisdiction where the person or property affected thereby may be found.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be duly executed and signed by their duly authorized officers as at the date first above written.

**ASSIGNOR:**

HOLDEN INTERNATIONAL INC.

By: 

Name: Robert Beck Winsor

Title: Chairman and Chief Executive Officer

**ASSIGNEE:**

HOLDEN AMERICA IL, LLC

By: 

Name: Gregory Winsor

Title: Manager

**STATEMENT BY WITNESS:**

I, SUSAN E. WINSOR (name of witness) whose full address is 44 Stukely Rd, West Babylon, Qd (address to be inserted), was personally present and did see Mr. Robert Beck Winsor execute the within assignment on behalf of the Assignor and is personally known to me to be the person described in such document.

Signature of Witness



Name:

Schedule "A"

Patents

i. Patents

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	STATUS
SYSTEM AND DEVICE FOR UNLOADING BULK MATERIALS FROM A HOPPER	US	n/a	n/a	12/478,973	05-Jun-2009	ABANDONED application 2012-12-11; Cannot be revived Owner: HOLDEN INTERNATIONAL INC.
SYSTEM AND DEVICE FOR UNLOADING BULK MATERIALS FROM A HOPPER	Canada	n/a	n/a	2,668,447	05-Jun-2009	DEAD application 2013-06-05; Cannot be revived Owner: HOLDEN INTERNATIONAL INC.
SYSTEM FOR BREAKING CAKED MATERIALS IN A RAILROAD HOPPER CAR	US	8,844,852	30-Sep-2014	13/309,253	01-Dec-2011	ISSUED patent 2014-09-30; Expires on 2032-10-29 if all maintenance fees are paid Owner: HOLDEN INTERNATIONAL, INC.
SYSTEM FOR BREAKING CAKED MATERIALS IN A RAILROAD HOPPER CAR	Canada	2,760,142	07-Apr-2015	2,760,142	01-Dec-2011	ISSUED patent 2015-04-07; Expires on 2031-12-01 if all maintenance fees are paid Owner: HOLDEN INTERNATIONAL INC.

MTL01: 3861819: v3