504700970 12/21/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4747692

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
FRANK WEGNER DONNELLY	12/21/2017
JOHN D. WATSON	12/21/2017

RECEIVING PARTY DATA

Name:	TRACTIVEPOWER CORPORATION	
Street Address:	340 HARBOUR AVENUE	
City:	NORTH VANCOUVER, BC	
State/Country:	CANADA	
Postal Code:	V7J 2E9	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14151520

CORRESPONDENCE DATA

Fax Number:

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.

Email: gschulz@sheridanross.com

Correspondent Name: SHERIDAN ROSS PC **Address Line 1:** 1560 BROADWAY

Address Line 2: SUITE 1200

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	7523-2	
NAME OF SUBMITTER:	ERIC A. BOMKAMP	
SIGNATURE:	/Eric A. Bomkamp/	
DATE SIGNED:	12/21/2017	

Total Attachments: 2

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PATENT 504700970 REEL: 044467 FRAME: 0094

Atty. Docket No.: 7523-2

Worldwide Assignment

WHEREAS, We Frank Wegner Donnelly and John D. Watson have made an invention entitled "RAIL CARS FOR TRANSPORTING HEAVY HYDROCARBONS" for which we have filed an application for Letters Patent of the United States on January 9, 2014, under Application No. 14/151,520 and

WHEREAS, Tractivepower Corporation, ("ASSIGNEE"), a corporation or other business entity duly registered in the State/Country of Delaware, whose postal address is 340 Harbour Avenue, North Vancouver, BC V7J 2E9, Canada, desires to acquire the entire right, title, and interest in and to the invention, the application, and any Letters Patent to be granted for the invention in the United States and in all foreign countries;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid to me/us by ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which I/We acknowledge, I/We, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the invention, any improvements and modifications thereto, the provisional and nonprovisional applications, all applications claiming benefit of the provisional and nonprovisional applications, including, but not limited to, all divisions and continuations of the applications, and all Letters Patent that may be granted thereon in the United States, Canada and in all foreign countries, and all reissues and reexaminations thereof, together with the right to claim priority under the International Convention in all member countries; and I/We authorize and request the Director of Patents and Trademarks to issue all Letters Patent for the invention to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment.

AND I/We covenant and agree that I/We have the full right to convey the entire right, title, and interest herein assigned and that I/We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND I/We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, I/We will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the invention in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and/or assigns any facts known to me/us regarding the invention, testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in ASSIGNEE, its successors, legal representatives, and/or assigns, execute all divisional, continuation, reexaminations, and reissue applications, and make all rightful oaths, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns;

AND I/We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number and filing Date into this Assignment, if none is indicated on that date of my/our execution of this agreement.

IN WITNESS WHEREOF, I/We have executed this Assignment on the date(s) indicated below.

Signature: <u>Frank Cox son Dosses (k</u>	Signature:
Date: <u>/2/2//2077</u>	Date:
Full Name: Frank Wegner Donnelly	Full Name:John D. Watson
Address: 1875 McEwen Place	Address: 34804 West Meadow Road
North Vancouver, BC V7J 3P8	Evergreen, CO 80439
CANADA	

PATENT REEL: 044467 FRAME: 0095

Atty. Docket No.: 7523-2

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Signature:		Signature: A / / / A / / / / / / / / / / / / / /		
Date:		Date: AEC	21,2017	
Full Name: _	Frank Wegner Donnelly	Full Name:	John D. Watson	
Address:	1875 McEwen Place	Address:	34804 West Meadow Road	
	North Vancouver, BC V7J 3P8		Evergreen, CO 80439	
	CANADA			

PATENT REEL: 044467 FRAME: 0096

RECORDED: 12/21/2017