

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4867524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DATATRAKS, INC.	01/26/2017
RECEIVING PARTY DATA	
Name:	VOESTALPINE SIGNALING USA INC.
Street Address:	1740 PACIFIC AVENUE
City:	CHEYENNE
State/Country:	WYOMING
Postal Code:	82007
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8155809
Patent Number:	7698028
Patent Number:	7392117
Application Number:	62162521
Application Number:	62162509
Application Number:	15156034
CORRESPONDENCE DATA	
Fax Number:	(816)753-1536
<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:	8167531000
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Correspondent Name:	POLSINELLI PC
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Address Line 4:	KANSAS CITY, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	091829-579535
NAME OF SUBMITTER:	DONNA CARRERA
SIGNATURE:	/Donna Carrera for Joshua Pranckun/
DATE SIGNED:	03/15/2018

Total Attachments: 5

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Patent Assignment Agreement

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of January 26, 2017, is made by DataTraks, Inc., a Colorado corporation ("**Seller**"), in favor of voestalpine SIGNALING USA Inc., a Colorado corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Seller, Mr. James R. Bilodeau, an individual resident of the state of Colorado and the sole shareholder of Seller, and Buyer, dated as of November 7, 2016, as amended by that certain First Amendment to Asset Purchase Agreement dated as of January 25, 2017 (as amended, the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers 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, divisionals, 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, 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 hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer

with respect to the Assigned Patents. 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 permitted assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction), and any disputes between the parties under this Patent Assignment shall otherwise be handled in accordance with the venue selection and waivers set forth in Section 10.10 of the Asset Purchase Agreement.

(SIGNATURE PAGE FOLLOWS)

The Seller has duly executed and delivered this Patent Assignment as of the date first above written.

DATATRAKS, INC.

By: 

Name: James R. Bilodeau

Title: President and Secretary

Date: January 26, 2017

Address for Notices: 5804 Pronto Way
Loveland, CO 80538

AGREED TO AND ACCEPTED:

VOESTALPINE SIGNALING USA INC.

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices: 1740 Pacific Avenue
Cheyenne, WY 82007

(Signature Page to Patent Assignment Agreement)

The Seller has duly executed and delivered this Patent Assignment as of the date first above written.

DATATRAKS, INC.

By: _____

Name: James R. Bilodeau

Title: President

Date: _____

Address for Notices: 5804 Pronto Way
Loveland, CO 80538

AGREED TO AND ACCEPTED:

VOESTALPINE SIGNALING USA INC.

By: Stephan Duch

Name: Stephan Duch

Title: Authorized Signatory

Date: January 26, 2017

Address for Notices: 1740 Pacific Avenue
Cheyenne, WY 82007

(Signature Page to Patent Assignment Agreement)

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

1. US Patent 8,155,809 issued April 10, 2012
2. US Patent 7,698,028 issued April 13, 2010
3. US Patent 7,392,117 issued June 24, 2008
4. US Patent Application 62/162,521 filed May 15, 2015
5. US Patent Application 62/162,509 filed May 15, 2015
6. US Patent Application 15/156,034 filed May 16, 2016 and claiming priority to 62/162,521 and 62/162,509