

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4876388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONNA F. WALKER	03/20/2018
HAROLD A. WALKER	03/20/2018
RECEIVING PARTY DATA	
Name:	PURVIS INDUSTRIES, LTD.
Street Address:	10500 NORTH STEMMONS FREEWAY
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75220
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	4954036
Patent Number:	5772390
Patent Number:	RE37062
Patent Number:	6155767
Patent Number:	7411136
Patent Number:	9365370
PCT Number:	US2007072510
CORRESPONDENCE DATA	
Fax Number:	(713)951-5660
<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:	7139515600
Email:	ipdocketing@strasburger.com,john.tang@strasburger.com
Correspondent Name:	JOHN A. TANG / STRASBURGER & PRICE, LLP
Address Line 1:	909 FANNIN STREET
Address Line 2:	SUITE 2300
Address Line 4:	HOUSTON, TEXAS 77010
NAME OF SUBMITTER:	JOHN A. TANG
SIGNATURE:	/John A. Tang/
DATE SIGNED:	03/21/2018

PATENT

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of March 20, 2018, is made by Donna F. Walker and Harold A. Walker, jointly with right of survivorship ("**Seller**"), U.S. citizens, located at 500 Throckmorton, #1804, Ft. Worth, Texas, 76102, and formerly of 141 Magnolia Ridge Drive, Jonesborough, TN 37659, in favor of Purvis Industries, Ltd. ("**Buyer**"), a Texas limited partnership, located at 10500 North Stemmons Freeway, Dallas TX 75220, the purchaser of certain assets of Seller pursuant to a Bill of Sale between Buyer and Seller, dated as of March 20, 2018 (the "**Bill of Sale**").

WHEREAS, under the terms of the Bill of Sale, 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 and corresponding entities or agencies in any applicable jurisdictions;

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 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, 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. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto. If Seller cannot provide such cooperation and assistance due to incapacity or death, Seller grants to Buyer a limited power of attorney to execute any affidavits, declarations, oaths, exhibits, assignments or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Bill of Sale. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Bill of Sale, 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 Bill of Sale 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 Bill of Sale and the terms hereof, the terms of the Bill of Sale 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 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas 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.

Harold A. Walker

By: [Signature]

ACKNOWLEDGMENT

STATE OF TX

)

COUNTY OF Tarrant

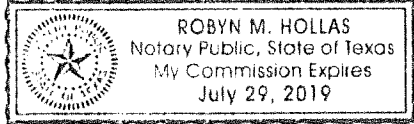
)SS.

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On the 20 day of March, 2018, before me personally appeared Harold A. Walker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Robyn M. Hollas

My Commission Expires:



Donna F. Walker

By: [Signature]

ACKNOWLEDGMENT

STATE OF TX

)

COUNTY OF Tarrant

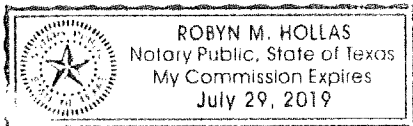
)SS.

)

On the 20 day of March, 2018, before me personally appeared Donna F. Walker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same, and acknowledged the instrument to be her free act and deed for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Robyn M. Hollas

My Commission Expires:



AGREED TO AND ACCEPTED:

Purvis Industries, Ltd.

By: Robert W. Purvis
Name: Robert W. Purvis
Title: President of Purvis PT, LLC, Purvis Industries, Ltd.'s general partner

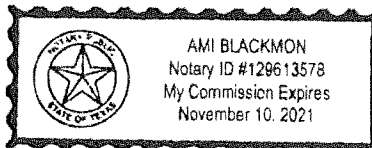
ACKNOWLEDGMENT

STATE OF TEXAS)
)SS.
COUNTY OF DALLAS)

On the 21 day of March, 2018, before me personally appeared Robert W. Purvis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of the general partner of Purvis Industries, Ltd., and acknowledged the instrument to the free act and deed of Purvis Industries, Ltd. for the uses and purposes mentioned in the instrument.

Ami Blackmon
Notary Public
Printed Name: Ami Blackmon

My Commission Expires:
November 10, 2021



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
VARIABLE HEIGHT SILO CHARGE SYSTEM	U.S.	4954036	9/4/1990
COAL LOADING SYSTEM AND METHOD	U.S.	5772390	6/30/1998
COAL LOADING SYSTEM AND METHOD	U.S.	RE37062	2/20/2001
THREE-BATCH COAL LOADOUT SYSTEM AND METHOD	U.S.	6155767	12/5/2000
MULTIPLE BATCH SYSTEM AND METHOD FOR LOADING RAILCARS OF A WIDE RANGE OF CAPACITIES AND DESIGNS	U.S.	7411136	8/12/2008
BULK MATERIAL STORAGE AND RECLAIM SYSTEM	U.S.	9365370	6/14/2016

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
MULTIPLE BATCH SYSTEM AND METHOD FOR LOADING RAILCARS OF A WIDE RANGE OF CAPACITIES AND DESIGNS	PCT	PCT/US2007/072510	6/29/2007