505016227 07/23/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT5062975 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DAN SCHMIDT	08/28/2017
GARY C. WALTER	08/28/2017

RECEIVING PARTY DATA

Name:	UNION TANK CAR COMPANY				
Street Address:	175 WEST JACKSON BOULEVARD				
Internal Address:	SUITE 2100				
City:	CHICAGO				
State/Country:	ILLINOIS				
Postal Code:	60604				

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16042435	

CORRESPONDENCE DATA

Fax Number: (312)463-5001

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.

Phone: 312-463-5000

Email: BWPTOPAT@bannerwitcoff.com, ananderson@bannerwitcoff.com

Correspondent Name: BANNER & WITCOFF, LTD.

Address Line 1: TEN SOUTH WACKER DRIVE

Address Line 2: SUITE 3000

Address Line 4: CHICAGO, ILLINOIS 60606-7407

ATTORNEY DOCKET NUMBER: 008429.00045

NAME OF SUBMITTER: ANTONIETTA ANDERSON

SIGNATURE: /Antonietta Anderson/

DATE SIGNED: 07/23/2018

Total Attachments: 2

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PATENT 505016227 REEL: 046432 FRAME: 0252

Filing Date: August 24 2017

ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into by and between the following persons, DAN SCHMIDT and GARY C. WALTER (individually and/or collectively, "Assignors") and Union Tank Car Company, 175 West Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 a Delaware corporation ("Assignee").

WHEREAS, Assignors have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

RAILROAD TANK CAR MANWAY ASSEMBLY

15/685 258

ILS Application No.

o.o. Approut	.011 110.	10,000,20		ing Date	August	27, 2011	—
MHEDEAG	Assignes	is desirous	of acquiring	Accianoro, ri	iaht titla	and interest in	. +0

WHEREAS, Assignee is desirous of acquiring Assignors' right, title, and interest in, to, and under such improvements, such application, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

- 1. Assignors hereby sell, assign, and transfer to Assignee Assignors' right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.
- 2. Assignors hereby sell, assign, and transfer to Assignee all Assignors' right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.
- 3. Assignors represent and warrant that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.
- 4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, legatees, and personal representatives, as the case may be.
- 5. Assignors covenant to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter

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PATENT REEL: 046432 FRAME: 0253 of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.

- 6. Assignors covenant that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.
- 7. Assignors hereby authorize and request the attorneys of record in the application bearing the above-mentioned docket number to insert in this assignment the U.S. application number of said application when officially known, if applicable.

Dated: 08/28/17

DAN SCHMIDT

Dated: <u>08/28/17</u>

GARY C. WYALTER

[END OF ASSIGNMENT]