

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5675134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
AMERICAN RAILCAR INDUSTRIES, INC.		08/19/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GREENBRIER CENTRAL, LLC	
<b>Street Address:</b>	ONE CENTERPOINTE DRIVE	
<b>Internal Address:</b>	SUITE 200	
<b>City:</b>	LAKE OSWEGO	
<b>State/Country:</b>	OREGON	
<b>Postal Code:</b>	97035	
<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10035521	
Patent Number:	9908536	
Patent Number:	9789882	
Application Number:	16042586	
Patent Number:	6717093	
Patent Number:	6875942	
Patent Number:	8122580	
Patent Number:	8347911	
Patent Number:	8534203	
Patent Number:	8534204	
Patent Number:	9623881	
Patent Number:	9862394	
Application Number:	62836024	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(503)228-4373	
<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>	503-227-5631	
<b>Email:</b>	DBH.docket@chernofflaw.com	

<b>Correspondent Name:</b>	CHERNOFF VILHAUER MCCLUNG & STENZEL L
<b>Address Line 1:</b>	111 SW COLUMBIA STREET
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<b>Address Line 4:</b>	PORTLAND, OREGON 97201

<b>ATTORNEY DOCKET NUMBER:</b>	1970.0029
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<b>NAME OF SUBMITTER:</b>	DONALD HASLETT
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<b>SIGNATURE:</b>	/Donald Haslett/
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<b>DATE SIGNED:</b>	08/19/2019
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**Total Attachments: 11**

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## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Assignment") is made and entered into as of August 19, 2019 ("Effective Date") by and between American Railcar Industries, Inc., a North Dakota corporation (the "Assignor"), and Greenbrier Central, LLC (f/k/a GBXL, LLC), an Oregon limited liability company (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 17, 2019, by and among Assignor, Assignee and the other persons party thereto (the "Asset Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to irrevocably sell, assign, transfer, convey and deliver to Assignee Assignor's entire right, title and interest in and to the Transferred Intellectual Property owned or purported to be owned by Assignor; and

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the Transferred Intellectual Property identified and described on Schedules A, B, C, D, E, F, and G hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of Assignor's right, title and interest in and to (a) the Transferred Intellectual Property, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (b) the right to apply for and obtain registrations and renewals for the foregoing, and (c) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Closing Date and to retain all monies and proceeds therefrom ((a) through (c) collectively, the "Assigned Rights"). The Assignor further consents to recordation of this Assignment by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Asset Purchase Agreement, and none are contained in this Assignment.

3. At any time and from time to time upon the reasonable request of Assignee, Assignor shall take all actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee.

4. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. This Assignment shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Assignment may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this IP Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

AMERICAN RAILCAR INDUSTRIES,  
INC.

By: 

Name: Luke M. Williams

Title: Sr. Vice President, CFO and Treasurer

GREENBRIER CENTRAL, LLC, (F/K/A  
KNOWN AS GBXL, LLC)

By: 

Name: Adrian J. Downes

Title: Senior Vice President

**Schedule A -- United States Patents and Patent Applications**

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Covered Hopper Railcar for Carrying Flowable Materials	14/596,657	January 14, 2015	10,035,521	July 31, 2018
Hatch Cover for Railway Cars and Method of Manufacturing the Same	15/040,562	February 10, 2016	9,908,536	March 6, 2018
Door Sealing Assembly for a Railcar and Method of Assembling the Same	14/505,613	October 3, 2014	9,789,882	October 17, 2017
Covered Hopper Railcar for Carrying Flowable Materials	16/042,586	July 23, 2018	N/A	N/A
Methods and Systems for Fabricating Spiral Welded Cylinders	10/034,154	December 27, 2001	6,717,093	April 6, 2004
Methods and Systems for Fabricating Spiral Welded Cylinders	10/754,794	January 9, 2004	6,875,942	April 5, 2005
Methods and Systems for Manufacturing an Axle	12/146,776	June 26, 2008	8,122,580	February 28, 2012
Vacuum Relief Valve and Method for Assembling the Same	12/568,904	September 29, 2009	8,347,911	January 8, 2013
Support System for a Railcar and Method for Assembling the Same	13/022,459	February 7, 2011	8,534,203	September 17, 2013
Hatch Assembly for a Railcar and Method for Assembling the Same	12/970,709	December 16, 2010	8,534,204	September 17, 2013
Valve Interlock Systems for Use with Railcars	14/497,632	September 26, 2014	9,623,881	April 18, 2017

**Schedule A – United States Patents and Patent Applications**

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Door and Door Operating Assembly for a Railcar and Method of Assembling the Same	14/505,668	October 3, 2014	9,862,394	January 9, 2018
Railcar for Transport of Steel Coils with Removable Bi-Level Roof	62/836,024	April 18, 2019	N/A	N/A

### Schedule B – Canada Patents and Patent Applications

Title	Country	Serial No.	Filing Date	Patent No.	Issue Date
Methods and Systems for Fabricating Spiral Welded Cylinders	Canada	2,400,308	August 22, 2002	2,400,308	December 23, 2008
Methods and Systems for Fabricating Spiral Welded Cylinders	Canada	2,634,114	December 27, 2001	2,634,114	June 14, 2011
Methods and Systems for Manufacturing an Axle	Canada	2,670,656	June 26, 2009	2,670,656	March 20, 2018
Method of Attaching a Spiral Welded Roof on a Hopper Car	Canada	2,736,618	December 27, 2001	2,736,618	November 26, 2013
Hatch Cover for Railway Cars and Method of Manufacturing the Same	Canada	2956642	January 30, 2017	N/A	N/A
Valve Interlock Systems for Use with Railcars	Canada	2865455	September 29, 2014	N/A	N/A
Door and Door Operating Assembly for a Railcar and Method of Assembling the Same	Canada	2866056	October 6, 2014	N/A	N/A
Door Sealing Assembly for a Railcar and Method of Assembling the Same	Canada	2866057	October 6, 2014	N/A	N/A
Covered Hopper Railcar for Carrying Flowable Materials	Canada	2877719	January 14, 2015	N/A	N/A



### Schedule C – Mexico Patents and Patent Application

Covered Hopper Railcar for Carrying Flowable Materials	Mexico	MX/a/2019/006658	June 6, 2019	N/A	N/A
Covered Hopper Railcar for Carrying Flowable Materials	Mexico	MX/a/2015/000644	January 14, 2015	365,582	June 7, 2019
Apparatus and Method for Securing a Hatch Cover to a Hatch Port	Mexico	PA/a/2006/006192	June 1, 2006	266,385	April 29, 2009
Apparatus and Method for Supporting a Semi-Trailer on a Railcar	Mexico	PA/a/2007/008599	July 25, 2011	288,675	July 25, 2011
Methods and Systems for Fabricating Spiral Welded Cylinders	Mexico	PA/a/2002/008372	December 27, 2001	258,901	July 18, 2008
Methods and Systems for Manufacturing an Axle	Mexico	MX/a/2009/007073	June 25, 2009	302,840	August 29, 2012
Methods and Systems for Manufacturing an Axle	Mexico	MX/a/2012/009,359	August 10, 2012	311,508	July 18, 2013

SCHEDULE D

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ARI & Design	2,614,206	September 3, 2002
CENTER FLOW	900,643	October 13, 1970
Miscellaneous Design	1,446,254	July 7, 1987
PRESSUREAIDE	1,173,113	October 13, 1981
AMERICAN RAILCAR INDUSTRIES	(Not Registered)	N/A

SCHEDULE E

Canada TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	ARI & Design	TMA 559,830	April 3, 2002
Canada	PRESSUREAIDE	TMA 374,498	October 19, 1990

SCHEDULE F

Mexico TRADEMARKS

Mexico	ARI & Design	668,929	August 28, 2000
Mexico	ARI & Design	701,276	May 31, 2001
Mexico	CENTERFLOW	412,975	May 12, 1992

SCHEDULE G

U.S. Copyright Registration

Registration Number

Title of Work

TX0002751462

Operation & Maintenance Manual