

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5704872

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WEBSTER BANK, N.A.	02/15/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BBM RAILWAY EQUIPMENT, LLC	
<b>Street Address:</b>	3200 INNOVATION PLACE	
<b>City:</b>	YOUNGSTOWN	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44509	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16549560
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(216)363-9001	
<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>	2163639000	
<b>Email:</b>	uspto@faysharpe.com	
<b>Correspondent Name:</b>	FAY SHARPE LLP	
<b>Address Line 1:</b>	1228 EUCLID AVENUE, 5TH FLOOR	
<b>Address Line 2:</b>	THE HALLE BUILDING	
<b>Address Line 4:</b>	CLEVELAND, OHIO 44115	
<b>ATTORNEY DOCKET NUMBER:</b>	BBMZ 200006US05	
<b>NAME OF SUBMITTER:</b>	DANIEL R. LING	
<b>SIGNATURE:</b>	/Daniel R. Ling/	
<b>DATE SIGNED:</b>	09/06/2019	
<b>Total Attachments: 8</b>		
source=DOC_20190906105827#page1.tif		
source=DOC_20190906105827#page2.tif		
source=DOC_20190906105827#page3.tif		
source=DOC_20190906105827#page4.tif		
source=DOC_20190906105827#page5.tif		

source=DOC\_20190906105827#page6.tif

source=DOC\_20190906105827#page7.tif

source=DOC\_20190906105827#page8.tif

**PATENT**

**REEL: 050289 FRAME: 0536**

## **AMENDED ASSIGNMENT OF INTELLECTUAL PROPERTY**

This **AMENDED ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is delivered as of February 15, 2019 from **WEBSTER BANK, N.A.**, a national banking association with an office and place of business at CityPlace II, 185 Asylum Street, Hartford, Connecticut ("Seller"), to **BBM RAILWAY EQUIPMENT, LLC** of 3200 Innovation Place, Youngstown, Ohio ("Buyer").

### **WITNESSETH:**

**WHEREAS**, pursuant to its rights under Article 9 of the Uniform Commercial Code as adopted in the State of Connecticut, and without limitation pursuant to the rights granted to Seller by Macton Corporation ("Macton") by virtue of that certain Patent and Trademark Security Agreement dated November 2, 2017 (the "Security Agreement"), Seller has caused to be sold at public auction all of Seller's and Macton's interests in the patents and trademarks listed on **Schedule A** annexed hereto, together with any such other Macton patents or application for patents as came into existence before or after the date of the initial grant of the security interest given by Macton to Seller pursuant to the Security Agreement (collectively, the "**Assigned IP**"); and

**Whereas**, Buyer was the successful bidder at the said public auction; and

**Whereas**, Seller has a blanket security interest in virtually all of the assets of Macton, including the Assigned IP; and

**Whereas**, pursuant to the Security Agreement, Macton granted to Seller a blanket irrevocable power-of-attorney, coupled with an interest, from Macton (the "Power of Attorney"), by which Macton irrevocably constituted and appointed Seller, and any of Seller's officers or agents as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Macton, or in the Seller's own name, to take any and all appropriate action to execute any and all documents that may be necessary to prosecute, register, sell, transfer and assign, or filing any such document with any and all appropriate federal, state or local agencies, authorities pertaining to all trademarks, copyrights and patentable inventions and processes, which irrevocable power is coupled with an interest, and for which all conditions necessary to invoke such power have occurred; and

**WHEREAS**, in furtherance of the aforesaid public auction, the rights given by Macton to Seller under the Security Agreement and the Power of Attorney, Seller and Buyer have entered into this Agreement, pursuant to which Seller hereby assigns all of its and Macton's right, title and interest in the Assigned IP to Buyer.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged:

1. Seller does hereby convey and assign to Buyer, and its successors and assigns, all of Seller's and Macton's right, title and interest in and to the Assigned IP.

2. This Agreement is subject to such terms and conditions of the public auction by which Buyer has purchased the rights transferred herein.

3. Nothing in this Assignment constitutes a representation or warranty of any kind, particularly as to the current status, renewal or renewability of any of the Assigned IP.

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

5. This Assignment and the rights of the parties hereunder shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. This Assignment

6. For purposes of this Assignment, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature.

**[Intentionally Left Blank – Signature Page Follows]**

IN WITNESS WHEREOF, Webster Bank has executed this Assignment as of the date first above written.

**SELLER, WEBSTER BANK, N.A.  
FOR ITSELF AND BY POWER OF  
ATTORNEY, FOR MACTON CORPORATION**

By: 

Name: Mark Korman

Title: Vice President

STATE OF CONNECTICUT)

COUNTY OF HARTFORD )

ss:

Saathington

On this the 6<sup>th</sup> day of March, 2019, before me, the undersigned officer, personally appeared Mark Korman, known to me (or satisfactorily proven) to be the Vice President of **WEBSTER BANK, N.A.** a national banking association, and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed as such officer and the free act and deed of said national association.

In Witness Whereof I hereunto set my hand.



Notary Public/Commissioner of the Superior Court  
Seal:

**KATHLEEN BITONDI**  
**NOTARY PUBLIC - CT 177887**  
MY COMMISSION EXPIRES NOV. 30, 2023

**Schedule A**  
**to**  
**Assignment of Intellectual Property**  
**Assigned PATENTS AND TRADEMARKS**

[Attached]

UNITED STATES ISSUED PATENTS

<u>Patent-United States</u>	<u>Serial Number</u>	<u>Status/ Country</u>	<u>Owner</u>
Low Profile Drop Table	14/454318 20160039646	8/7/14 filed; 2/11/16 published/ready for examination	The Macton Corporation
Independent drive motors for machinery positioning apparatus having independent motors	14/267217 20150166315	5/1/14 filed; 6/11/16 response to non-final office action	The Macton Corporation
Pit cover	14/330799 20160009301	7/14/14 filed; 1/14/16 published/ready for examination	The Macton Corporation
Machinery positioning apparatus having independent drive columns	14/104890 20150166313	12/12/13 filed; 6/11/16 response to non-final office action	The Macton Corporation
Tab welded turntable	9,295,324	3/29/16 issued	The Macton Corporation
Machinery foundation module	9,267,258	2/23/16 issued	The Macton Corporation
On-site assembled foundation module	9,126,607	9/8/15 issued	The Macton Corporation

<b>Patent-United States</b>	<b>Serial Number</b>	<b>Status/ Country</b>	<b>Owner</b>
Tab welded turntable	9,073,558	7/7/15	The Macton Corporation
Machinery foundation module	9,045,149	6/2/15 issued	The Macton Corporation
Split rail trolley system	8,397,643	3/19/13 issued; 4 <sup>th</sup> year fees paid	Macton Corporation
Split rail trolley system	7,900,562	3/8/11 issued; 4 <sup>th</sup> year fees paid	Macton Corporation

#### FOREIGN ISSUED PATENTS

<b>Patent- Canada</b>	<b>Serial Number</b>	<b>Status/ Country</b>	<b>Owner</b>
<b>Machinery Foundation Module</b>	2845098	8/23/16 issued	The Macton Corporation
<b>Tab Welded Turntable</b>	2845102	8/9/16 issued	The Macton Corporation
<b>Pit Cover</b>	2894378	Pending	The Macton Corporation
<b>Machinery Positioning Apparatus Having Independent Drive</b>	2872206	Pending	The Macton Corporation
<b>Machinery Foundation Module</b>	2873290	Pending	The Macton Corporation
<b>On-Site Assembled Foundation Module</b>	2871567	Pending	The Macton Corporation



<b>Independent Drive Motors For Machinery Positioning Apparatus Having Independent Lifting Motors</b>	2888436	Pending	The Macton Corporation
<b>Low Profile Drop Table</b>	2897863	Pending	The Macton Corporation
<b>Split Rail Trolley System</b>	2699348	1/21/14 issued	The Macton Corporation

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS:

<u>Trademark</u>	<u>Serial Number</u>	<u>Status / Country</u>
Macton	Reg No. 1,126,337 Owner: Macton Corporation	Current