

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5773888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TIMOTHY J. BENJAMIN	10/17/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	RAILSERVE, INC.	
<b>Street Address:</b>	1691 PHOENIX BOULEVARD	
<b>Internal Address:</b>	SUITE 250	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30349	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16554776
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)463-5001	
<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>	312-463-5000	
<b>Email:</b>	BWPTOPAT@bannerwitcoff.com, ananderson@bannerwitcoff.com	
<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.	
<b>Address Line 1:</b>	TEN SOUTH WACKER DRIVE	
<b>Address Line 2:</b>	SUITE 3000	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606-7407	
<b>ATTORNEY DOCKET NUMBER:</b>	009039.00019\US	
<b>NAME OF SUBMITTER:</b>	ANTONIETTA ANDERSON	
<b>SIGNATURE:</b>	/ANTONIETTA ANDERSON/	
<b>DATE SIGNED:</b>	10/17/2019	
<b>Total Attachments: 2</b>		
source=Assignment#page1.tif		
source=Assignment#page2.tif		

## ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into by and between TIMOTHY J. BENJAMIN (individually, "Assignor") and RAILSERVE, INC., located and doing business at 1691 Phoenix Boulevard, Suite 250, Atlanta, GA 30349, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the certain rights, title, and interest in and to inventions or improvements in:

### DERAIL WARNING LIGHT SYSTEM

U.S. Application No.	<u>16/554,776</u>	Filing Date:	<u>August 29, 2019</u>
U.S. Application No.	<u>62/727,366</u>	Filing Date:	<u>September 5, 2018</u>

WHEREAS, Assignee is desirous of acquiring Assignor's rights, 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. Assignor hereby sells, assigns, and transfers to Assignee Assignor's rights, 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. Assignor hereby sells, assigns, and transfers to Assignee all Assignor's rights, 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. Assignor represents and warrants 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. Assignor covenants 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

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. Assignor covenants 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. Assignor hereby authorizes and requests 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: *October 17, 2019*

  
TIMOTHY J. BENJAMIN

[END OF ASSIGNMENT]