

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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Property Type	Number
Patent Number:	10487458
Application Number:	62297794
Application Number:	62286457
Application Number:	62143175
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DATE SIGNED:	06/07/2021
Total Attachments: 4	
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source=Executed - Assignment of Patent Rights#page3.tif	

ASSIGNMENT OF PATENT RIGHTS

WHEREAS I, Jeffrey K. Harman ("Assignor"), am the inventor of certain new and useful inventions and discoveries entitled "SYSTEM AND METHOD FOR PLACEMENT OF RAILROAD TIE PLATE" and "RAILROAD TIE PLATE DISPENSER" (collectively, the "Inventions") and disclosed in the Patent Applications as shown in Appendix A (the "Applications"); and

WHEREAS, Genesis Rail Services, Inc., a corporation of Virginia, domiciled in Bluefield, West Virginia, and having its principal office at 1185 Coal Heritage Road, Bluefield, WV 24701, and which, together with its successors and assigns, is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, by his employment and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer, grant, and convey unto Assignee or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

(a) all of Assignor's right, title and interest in the Inventions, and all improvements therein;

(b) the Applications and all rights to claim priority to and from any of the Applications and/or Patent Rights;

(c) all patents and patent applications (i) to which the Applications directly or indirectly claim priority, (ii) for which the Applications directly or indirectly form a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Applications;

(d) any applications and/or patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Applications, any application that claims priority from the Applications (including utility applications, divisionals, continuations, continuations-in-part, international applications and/or any foreign regional and/or national applications), or any application based in whole or in part on any of the foregoing;

(e) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (d) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Applications and/or

Assignment of Patent Rights

any item in any of the foregoing categories (b) through (f), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind, for past, current, and future infringement, in any and all countries where patent rights are held with respect to any of the title, rights, benefits, and privileges herein recited; and

(h) all rights to collect royalties and other payments under or on account of the Applications and/or any item in any of the foregoing categories (a) through (g).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third-party consents, approvals and/or other authorizations required to enter into this agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights;

(3) Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction;

(4) the Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions; and

(5) there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights.

Assignor agrees that Assignee may apply for the Patent Rights in the name of Assignee, and Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge, deliver and/or record all such further papers, including but not limited to assignments, oaths, declarations, and other documents on a country-by-country basis, including applications for patents and for reissues and extensions thereof, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Patent Rights, to obtain, perfect, sustain, and/or enforce the Patent Rights and improvements therein in any and all countries and to vest title thereto in Assignee. Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing petitions, oaths, powers of attorney, specifications, declarations, affidavits, or other papers, giving testimony, providing, and obtaining from the respective inventors prompt production of pertinent facts and documents, to

obtain or maintain or enforce patents for the Patent Rights and improvements therein in any and all countries and to vest title thereto in Assignee.

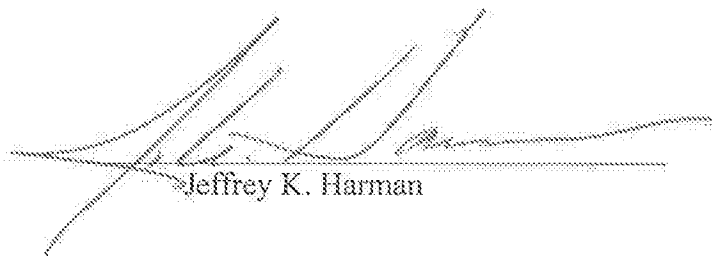
Assignor grants Assignee and its authorized legal representatives, including but not limited to the attorneys of Baker, Donelson, Bearman, Caldwell & Berkowitz P.C., the power to insert in this Assignment of Patent Rights any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office (or any foreign patent office) for recordation of this document.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument to said Assignee on the date indicated below.

ASSIGNOR:

March 1, 2021



Jeffrey K. Harman

WITNESS

The undersigned witnessed the signature of Jeffrey K. Harman to the above Assignment of Patent Rights and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this attestation block if called upon to do so.
2. Jeffrey K. Harman is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on March 1, 2021 to execute the above Assignment of Patent Rights on his own behalf.
3. Jeffrey K. Harman subscribed to the above Assignment of Patent Rights on his own behalf.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

March 1, 2021



Adam Cody Harman

APPENDIX A

RAILROAD TIE PLATE DISPENSER

U.S. Patent No. 9,428,867

U.S. Patent Application 61/773,341

SYSTEM AND METHOD FOR PLACEMENT OF RAILROAD TIE PLATE

U.S. Patent No. 10,487,458

U.S. Patent Application 62/297,794

U.S. Patent Application 62/286,457

U.S. Patent Application 62/143,175

SYSTEM AND METHOD FOR PLACEMENT OF RAILROAD TIE PLATE

U.S. Patent Application 16/849,324

U.S. Patent Application 62/834,840

SYSTEM AND METHOD FOR PLACEMENT OF RAILROAD TIE PLATE

Canadian Patent Application 3,078,014

Canadian Patent Application 2,925,890