

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332567

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|---|--|-------------------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RCL, L.L.C. | FORMERLY Railroad Controls, L.L.C. | 01/31/2015 | LIMITED LIABILITY COMPANY: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | RCL Wiring, LP | | |
| Street Address: | 7471 Benbrook Pkwy | | |
| City: | Benbrook | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76126 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2657632 | RCL RAILROAD CONTROLS LIMITED | |
| Registration Number: | 2531222 | RCL | |
| Registration Number: | 2526598 | AHS | |
| Registration Number: | 2699335 | RCL RAILROAD CONTROLS LIMITED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149993119 | | |
| <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> | | | |
| Phone: | 2149994583 | | |
| Email: | jmay@gardere.com | | |
| Correspondent Name: | JOHN J. MAY | | |
| Address Line 1: | GARDERE WYNNE SEWELL, LLP | | |
| Address Line 2: | 1601 ELM STREET, SUITE 3000 | | |
| Address Line 4: | DALLAS, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 117972-3000 JJM/KB | | |
| NAME OF SUBMITTER: | JOHN J. MAY | | |
| SIGNATURE: | /John J. May/ | | |
| DATE SIGNED: | 02/18/2015 | | |
| Total Attachments: 4 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), made effective January 30, 2015 (the "Effective Date") is by and between RCL, L.L.C. (formerly Railroad Controls, L.L.C.), a Tennessee limited liability company ("Assignor"), and RCL Wiring, LP, a Texas Limited Partnership ("Assignee"). For purposes of this Assignment, Assignor and Assignee shall be referenced individually as a "Party" and collectively as the "Parties."

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) United States Patent No. 6,457,682 issued on October 1, 2002, and entitled *Automated Railroad Crossing Warning System* and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patent**");

(b) the trademark registrations set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be

necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, I have duly executed this Assignment this 31st day of January, 2015.

ASSIGNOR:
RCL, LLC

By: *Sanford L. Green*
Sanford L. Green, Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

On this _____ day _____, 2015, before me, appeared SANFORD L. GREEN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the Assignment as set forth above and acknowledged to me that he executed the same on behalf of RCL, LLC , and that he is authorized by said entity to execute said Assignment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.



Notary Public, State of Texas

SEAL

Printed or Typed Name of Notary
My commission expires: _____

Schedule I

ASSIGNED TRADEMARKS AND REGISTRATIONS

| TRADEMARK | REGISTRATION NO. | RENEWAL DATE |
|--|------------------|--------------|
|  | 2,657,632 | 12/10/2022 |
| RCL | 2,531,222 | 1/22/2022 |
| AHS | 2,526,598 | 1/8/2022 |
|  | 2,699,335 | 3/25/2023 |