

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676998

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900641905		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XORAIL, INC.		09/07/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	RCL WIRING, LP		
Street Address:	7501 Benbrook Parkway		
City:	Benbrook		
State/Country:	TEXAS		
Postal Code:	76126		
Entity Type:	Limited Liability Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2562842	RAILROAD CONTROLS LIMITED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2149994283		
Email:	ipdocketing@foley.com		
Correspondent Name:	TUAN TRAN / FOLEY & LARDNER LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	641516-3002		
NAME OF SUBMITTER:	Tuan Tran		
SIGNATURE:	/TUAN TRAN/		
DATE SIGNED:	09/27/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of the date entered below (the "Effective Date"), by **XORAIL, INC.** a Florida corporation (hereinafter "Assignor") and **RCL WIRING, LP**, a Texas limited liability partnership, having a business address of 7501 Benbrook Parkway, Benbrook, Texas, 76126 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the following U.S. registrations for the Mark:

U.S. Registration No. 2,562,842 for **RAILROAD CONTROLS LIMITED** in Class 09.

and all associated common law rights and goodwill of the business associated with, or symbolized by, the Mark; and

WHEREAS, Assignee wishes to acquire any and all rights Assignor has in and to the Mark and the above-identified registration, together with any goodwill of the business in connection with which the Mark is used or may be used and which is symbolized by the Mark, and all associated common law rights of such Assignor in the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, and convey to Assignee, all of Assignor's right, title, and interest in and to the Mark, and the above-identified registration, together with the goodwill of the business in connection with which such Mark is used, and which is symbolized by such Mark, and any and all associated common law rights, statutory, and other rights of Assignor in such Mark.

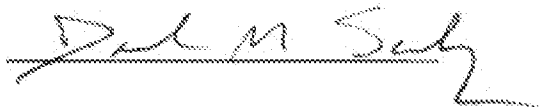
Assignor further hereby unconditionally and irrevocably sells, grants, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to (i) all goodwill of Assignor's business associated with or symbolized by Assignor's use of the Mark (including, without limitation, all associated common law, statutory, and other rights in the Mark), and (ii) all causes of action and/or claims Assignor may have against any third parties for past, present, or future misappropriation or infringement of the Mark or the goodwill of the business associated with, or symbolized by the Mark, together with the right to sue and recover the same in the Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit of Assignee's successors, assigns, and legal representatives.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments necessary, and to perform any other reasonable acts Assignee may require, in order to fully vest in Assignee all of Assignor's right, title, and interest in and to the Mark, and all associated common law rights and all associated goodwill.

This **Assignment** shall be binding on each party's successors, assigns, and legal representatives.

ASSIGNOR:

XORAIL, INC.

By: 

Name: David Seitz

Title: Vice President

Effective Date: 9/7/21