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06-19-1998



100742543

Docket No.: 0454,005(a)

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUN 8 1998

To the Honorable Commissioner of Patents and Trademarks, I enclose the attached original documents or copy thereof.

1. Name of conveying party(ies):

Blasch Precision Ceramics, Inc.

2. Name and address of receiving party(ies):

Name: **Albank, FSB**

Address: **833 Broadway,**

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: **Albany**

State/Prov.: **NY**

Country: **USA**

ZIP: **12207**

Execution Date: **June 1, 1998**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

4,246,209

4,552,800

5,716,559

4,369,151

4,569,920

4,428,895

5,647,432

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Robert E. Heslin, Esq.**

Registration No. **24,778**

Address: **5 Columbia Circle**

City: **Albany**

State/Prov.: **NY**

Country: **USA**

ZIP: **12203**

6. Total number of applications and patents involved: **7**

7. Total fee (37 CFR 3.41):\$ **280.00** *E*

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account *A-B*

8. Deposit account number:

08-1935

280.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Heslin

Name of Person Signing

Signature

Robert E. Heslin

Date

Total number of pages including cover sheet, attachments, and document: **5**

PATENT REEL: 9235 FRAME: 0938

01 FC:581

CONDITIONAL ASSIGNMENT OF UNITED STATES LETTERS PATENT

(PATENTS)

WHEREAS, **BLASCH PRECISION CERAMICS, INC.**, a New York corporation with a principal place of business at 580 Broadway, Albany, New York 12204 (herein called the "ASSIGNOR") is the owner of the United States letters patent and patent applications identified on **Schedule "A"** attached hereto and made a part hereof (the "PATENTS"); and

WHEREAS, ASSIGNOR desires to enter into a financing arrangement with **ALBANK, FSB**, with a principal place of business at 833 Broadway, Albany, New York 12207 (hereinafter called "BANK"); and

WHEREAS, ASSIGNOR further desires to enter into the Conditional Assignment herein in order to induce BANK to enter into the aforesaid financing arrangement; and

WHEREAS, BANK desires to acquire the entire right, title and interest in and to said PATENTS and to the inventions therein contained as collateral security for any and all indebtedness of the ASSIGNOR to BANK, whether now existing or hereafter incurred;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Two (\$2.00) Dollars to it in hand paid, and of other good and valuable consideration, the receipt of all of which is hereby acknowledged; the said ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto the said BANK, its successors and assigns, as security for its indebtedness thereto its entire right, title and interest, both in the United States and all foreign countries, in and to said PATENTS and any divisional, continuation, continuation-in-part or reissue applications thereof and any reissued patents or reexamined patents issued thereon, and in and to the said inventions contained in said PATENTS and in and to any improvements, additions to or modifications thereof which the said ASSIGNOR may acquire by invention or otherwise, the same to be held and enjoyed by the said BANK for its own use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which said PATENTS or any reissue, reexamination certificate or extension thereof is granted, as fully and as entirely as the same might be held by the said ASSIGNOR had this sale not been made, and the said ASSIGNOR hereby represents and warrants that it has not executed and will not execute any instrument inconsistent with the rights granted herein, and it hereby binds itself and its legal representatives and assigns to execute any and all papers and instruments and to do any and all acts which may be necessary or required by said BANK, in order to carry into full force and effect, this sale,

PATENT

REEL: 9235 FRAME: 0939

assignment and transfer and the said ASSIGNOR further represents and warrants that it hereby binds itself and its legal representatives to communicate at any time, upon request, to the said BANK, its successors and assigns, any facts relating to the said inventions and the histories known to its legal representatives, and that it will testify as to the same in any interference to obtain or any other litigation to enforce the PATENTS which have been or may be granted for said inventions when requested to do so by the said BANK, its successors or assigns.

Notwithstanding the above, however, this assignment is made upon the express understanding that the ASSIGNOR reserves and shall have the following licenses, rights and privileges so long as ASSIGNOR shall promptly, punctually and fully pay and discharge, when and as payment or discharge thereof shall be due, all obligations and agreements made by ASSIGNOR to or with BANK and until BANK shall give written notice of its election to terminate said reservations for failure of ASSIGNOR to pay and discharge said obligations and agreements, to wit:

(a) An exclusive royalty free license in the ASSIGNOR to make and use the subject matter of the aforesaid PATENTS.

(b) The right, upon written consent of BANK which will not be unreasonably withheld, to sell and to sublicense others to make, use and sell the subject matter of the PATENTS.

(c) The right to collect and retain royalties under licenses and sub-license heretofore or hereinafter granted.

(d) The right and obligation at the sole charge and expense of the ASSIGNOR, in its reasonable discretion, to bring suit or make claims against infringers of the PATENTS in the name of the ASSIGNOR, as complainant.

(e) The right at the sole charge and expense of ASSIGNOR, in its reasonable discretion, to make patent applications for the reissuance, reexamination, extension, improvements, additions or modifications of the PATENTS in the name of the ASSIGNOR and to have any resulting patent issued in the name of the ASSIGNOR.

However, upon a default with respect to ASSIGNOR's indebtedness to BANK, all of the above reservations may be revoked, BANK may assign or transfer the PATENTS or any inventions therein or use the PATENTS or the inventions therein as fully as if the PATENTS and the inventions therein were the sole property of BANK, the affidavit of an officer of BANK being sufficient evidence to establish said default for the purposes hereof. ASSIGNOR shall bear all costs and expenses associated with the assignment or

transfer of the PATENTS, any claims against infringers of the PATENTS, which are commercially reasonable to prosecute, and all applications for reissuance, reexamination, extensions, improvements, additions or modifications of the PATENTS. BANK will promptly reassign the PATENTS and all right therein acquired by it to ASSIGNOR at such time as all obligations of ASSIGNOR to BANK have been satisfied in full.

This Assignment shall inure to the benefit of the successors and assigns of BANK and shall bind the ASSIGNOR's legal representatives, successors and assigns.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto set its hand and affixed its seal as at this 1st day of June, 1998.

BLASCH PRECISION CERAMICS, INC.

By: David W. Bobrek
Name: David W. Bobrek
Title: President

STATE OF NEW YORK)
 SARATOGA) ss.:
COUNTY OF ALBANY)

On this 1st day of June, 1998, before me personally appeared David W. Bobrek, to me know, who being by me duly sworn, did depose and say that he resides at 208 Wycham Court, Slingerlands, New York 12159, that he is the President of **BLASCH PRECISION CERAMICS, INC.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

P. Scott Reid
Notary Public

PATRICK SCOTT REID
Notary Public, State of New York
Reg. No. 2481665 - Warren Co.
Exp. Date 12/31/2000

SCHEDULE A

ISSUED US PATENTS:

<u>Patent Number</u>	<u>Issue Date</u>	<u>Expiration Date</u>
U.S. 4,246,209	01/20/81	03/02/1999
U.S. 4,369,151	01/18/83	12/11/2000
U.S. 4,428,895	01/31/84	09/27/2002
U.S. 4,552,800	11/12/85	11/23/2003
U.S. 4,569,920	02/11/86	09/06/2003
U.S. 5,647,432	07/15/97	04/10/2016
U.S. 5,716,559	02/10/98	06/14/2016

ISSUED FOREIGN PATENTS:

UK Patent 0,016,971	02/29/2000
German Patent 29708881.5	05/21/2007
German Patent 3,070,942	02/20/2000
Japanee Patent 64-3825	03/02/2000
Canadian Patent 1,161,238	01/31/2001
Canadian Patent 1,185,079	04/09/2002
Canadian Patent 1,185,080	04/09/2002
Canadian Patent 1,185,081	04/09/2002
Canadian Patent 1,185,082	04/09/2002
Canadian Patent 1,186,079	06/04/2002