

05-21-1999

PATENT



101042539

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U.S. PTO  
29/104870  
05/13/99

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Reel #  Frame #

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Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government  
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☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1) Waterbury, Mark C.

04/19/1999

Name (line 2)

Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

29/104870

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Concurrent Technologies Corporation

Name (line 2)

Address (line 1) 100 CTC Drive

Address (line 2)

Address (line 3) Johnstown

PA/U.S.A.

15904

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT  
REEL: 009956 FRAME: 0099

**Correspondent Name and Address**

Area Code and Telephone Number **(904) 358-3777**

Name **Draughon Professional Association (c/o Mark J. Young)**

Address (line 1) **200 West Forsyth Street**

Address (line 2) **Suite 1730**

Address (line 3) **Jacksonville, FL 32202**

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **2**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**



If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year  
**04 19 1999**

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

# **1**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

**Christine Joan Gilsdorf**

Name of Person Signing

**C. Joan Gilsdorf**

Signature

**May 13, 1999**

Date

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between Mark C. Waterbury, an individual having a social security number 362-54-3844 and residing at 506 Campbell Hill Road, Bowling Green, Ohio 43402 ("Assignor"), and Concurrent Technologies Corporation ("CTC"), a Pennsylvania non-profit corporation with offices located at 100 CTC Drive, Johnstown, Pennsylvania 15904.

**WITNESSETH:**

WHEREAS, Assignor has invented a new, original, and ornamental design for an article of manufacture ("Invention") disclosed in an application for United States Letters Patent entitled *Sport Shoe Spike* ("Application");

WHEREAS, CTC desires to acquire all rights, title and interests in and to the Invention and the Application;

WHEREAS, Assignor desires to convey to CTC all rights, title and interests in and to the Invention and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, CTC and Assignor hereby agree as follows:

**TERMS AND CONDITIONS:**

Section 1 – Recitals: The above identification of parties and recitals is true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to CTC all rights, title and interests in and to the Invention, the Application, all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patent which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including, without limitation, related rights such as utility-model registrations and inventor's certificates) heretofore or hereafter filed for the Invention in any foreign countries, including the right to apply for patents in any foreign countries in CTC's name, and all patents (including all extensions, renewals and reissues

thereof) granted for the Invention in any foreign countries.

Section 3 – Issuance: Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue all United States Letters Patent on the Application and/or respecting the Invention to Concurrent Technologies Corporation, as the assignee of all rights, title and interests in and to the Application and the Invention. Assignor hereby authorizes and requests that any officials of foreign countries whose duty it is to issue patents, to issue all patents respecting the Invention to Concurrent Technologies Corporation, as the assignee of all rights, title and interests in and to the same.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

Section 5 – No Contest: Assignor shall not contest or aid in contesting the validity or ownership of the copyrights, trademarks, trade secrets and patents (including, without limitation, any and all patents which issue on the Application and/or respecting the Invention) of CTC.

Section 6 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for CTC to prepare, complete, prosecute, maintain, preserve, enforce and/or defend the Application and/or any patent respecting the Invention without further consideration. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the Invention or Application and executing and delivering any written instruments respecting the Invention or Application, including but not limited to affidavits and powers of attorney.

Section 7 – Confidentiality: Assignor shall preserve the secrecy of the Application, the contents therein, and the Invention, unless and until the United States Commissioner of Patents and Trademarks issues United States Letters Patent on the Application and/or respecting the Invention.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and venue shall be Cambria County, Johnstown, Pennsylvania.

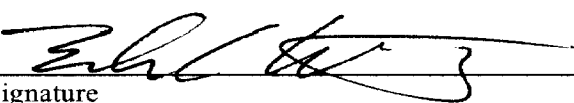
**Section 9 – Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the city of Johnstown, Pennsylvania. Judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by CTC under this Section 9. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration rules (excluding Expedited Procedures) of the American Arbitration Association and this Agreement. Such qualified arbitrators shall be members of the Bar of any State in the United States and shall have at least five years of experience in patent law matters. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. CTC shall have the right to appeal any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the forgoing procedures. Such panel of appellate arbitrators shall be selected using the same procedures as used to select the original panel of arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of arbitration.

**Section 10 – Litigation Expenses:** In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

**Section 11 – Effective Date:** The term "Effective Date" shall mean the date CTC signs this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

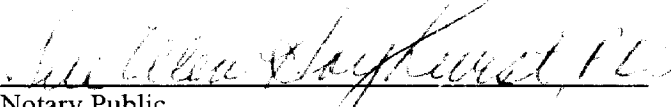
Assignor: Mark C. Waterbury

  
Signature

362 543 844  
Social Security No.

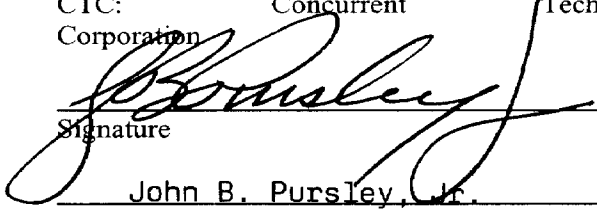
4/19/99  
Date

Before me personally appeared Mark C. Waterbury, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

  
Notary Public

**SUB ELLEN HAYHURST, PLS**  
**NOTARY PUBLIC, State of Ohio**  
**My Commission Expires July 5, 2000**

CTC: Concurrent Technologies Corporation

  
Signature

John B. Pursley, Jr.  
Print Name

Executive Vice President & COO  
Title

April 20, 1999  
Date

~~Before me~~ personally appeared JOHN B. PURSLEY, JR., known to me or proved to me on the basis of satisfactory evidence to be the person who represents the Corporation subscribed to in this Agreement, and acknowledged that he/she executed the same.

  
Notary Public

**NOTARIAL SEAL**  
**PEGGY L. CAVANAUGH, Notary Public**  
**Johnstown, Cambria County, PA**  
**My Commission Expires Oct. 31, 2001**