

05-31-2000

Docket No.: 95-087

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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P08/REV02

FEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101369439

Tab settings

5-5-00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Raymond S. Gaston and David L. Smith**

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: **April 7, 2000**

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

Name: **PneuVentures, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **19 Ransier**

City: **West Seneca** State: **NY** ZIP: **14224**

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

NO MAY -5 PM 3:30  
OPR/FINANCE

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: \_\_\_\_\_

A. Patent Application No.(s)  
**08/586,960**

Additional numbers attached?  Yes  No

B. Patent No.(s)

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

Name: **Gerald J. Iwanejko, Jr.**

Internal Address: **Cohen & Grigsby, P.C.**

Street Address: **11 Stanwix Street, 15th Floor**

City: **Pittsburgh** State: **PA** ZIP: **15222**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

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

Authorized to be charged to deposit account

8. Deposit account number:  
**03-2026**

05/30/2000 DMBUYEN 00000327 08586960 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.*

**Gerald J. Iwanejko, Jr.** **May 5, 2000**

Name of Person Signing Signature Date

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


For:  U.S. and/or  Foreign Rights  
For:  U.S. Application or  
 U.S. Provisional Application  
For:  U.S. Patent  
For:  PCT Application  
By:  Inventor(s) or  Present Owner

**ASSIGNMENT OF INVENTION**

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

**ASSIGNOR:**

Inventor(s) or person(s) or entity(ies) who own the invention

Raymond S. Gaston   
David L. Smith

(type or print name(s) of ASSIGNOR(S))  
39 Christen Court 2650 W.Blood Road  
Address  
Lancaster, NY 14086 E.Aurora, NY 14052

UNITED STATES OF AMERICA  
Nationality

*(if assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO, add the following)*

Recorded on \_\_\_\_\_ Reel \_\_\_\_\_  
Frame \_\_\_\_\_

hereby sells, assigns and transfers to

**ASSIGNEE:**

PneuVentures, Inc.  
(type or print name(s) of ASSIGNEE(S))  
19 Ransier  
Address  
West Seneca, NY 14224

UNITED STATES OF AMERICA  
Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- the entire right, title and interest  
 an undivided \_\_\_\_\_ percent (\_\_\_\_\_%) interest

for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

- and in all foreign countries, including all rights to claim priority,

in and to any and all improvements which are disclosed in the invention entitled:  
PNEUMATICALLY OPERATED PROJECTILE LAUNCHING DEVICE

Name of inventor(s) Raymond S. Gaston, David L. Smith, William M. Gardner, Jr.,  
and Adam Gardner

(check and complete (a), (b), (c), (d), (e), (f), or (g))

and which is found in (37 C.F.R. § 3.21)

- (a)  U.S. patent application executed on even date herewith  
(b)  U.S. patent application executed on \_\_\_\_\_  
(c)  U.S. provisional application naming the above inventor(s) for the above-entitled invention.  
 Express mail label no.: \_\_\_\_\_  
Mailed: \_\_\_\_\_  
 To comply with 37 C.F.R. § 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known.  
(d)  U.S. application no. 08 / 586,960  
filed on January 16, 1996  
(e)  International application no. PCT/ \_\_\_\_\_ / \_\_\_\_\_  
(f)  U.S. patent no. 6,035,843 issued March 14, 2000  
 A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

- (g)  and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

(Assignment of Invention [16-3]—page 2 of 4)

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_  
Date of signing

**WARNING:** The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Date: \_\_\_\_\_  
Signature of ASSIGNOR(S)  
Raymond S. Gaston                      David L. Smith  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

*(if ASSIGNOR is a legal entity, complete the following information)*

\_\_\_\_\_  
*(type or print the name of the above person  
authorized to sign on behalf of ASSIGNOR)*  
\_\_\_\_\_  
Title

**NOTE:** No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 U.S.C. § 261. Use next page if notarization is desired.

Notarization or Legalization Page Added.

(Assignment of Invention [16-3]—page 3 of 4)

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Date of signing

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Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of ASSIGNOR(S)   
Raymond S. Gaston David L. Smith

*(if ASSIGNOR is a legal entity, complete the following information)*

\_\_\_\_\_  
*(type or print the name of the above person authorized to sign on behalf of ASSIGNOR)*  
\_\_\_\_\_  
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For:  U.S. Patent  
For:  PCT Application  
By:  Inventor(s) or  Present Owner

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**ASSIGNOR:**

Inventor(s) or person(s) or entity(ies) who own the invention

PneuVentures, Inc.

*(type or print name(s) of ASSIGNOR(S))*

19 Ransier

Address

West Seneca, NY 14224

UNITED STATES OF AMERICA

Nationality

*(if assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO, add the following)*

**Recorded on** \_\_\_\_\_ **Reel** \_\_\_\_\_

**Frame** \_\_\_\_\_

hereby sells, assigns and transfers to

**ASSIGNEE:**

KeyBank National Association

*(type or print name(s) of ASSIGNEE(S))*

66 South Pearl Street

Address

Albany, NY 12207

UNITED STATES OF AMERICA

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- the entire right, title and interest
- an undivided \_\_\_\_\_ percent (\_\_\_\_\_%) interest

for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

and in all foreign countries, including all rights to claim priority,  
in and to any and all improvements which are disclosed in the invention entitled:  
PNEUMATICALLY OPERATED PROJECTILE LAUNCHING DEVICE

Name of inventor(s) Raymond S. Gaston, David L. Smith, William M. Gardner, Jr.,  
and Adam Gardner

(check and complete (a), (b), (c), (d), (e), (f), or (g))

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  - A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

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(Assignment of Invention [16-3]—page 2 of 3)

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IN WITNESS WHEREOF, I/We have hereunto set hand and seal this 7th day  
of April, 2000  
Date of signing

**WARNING:** The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Date: 4/7/00

Mary Ellen Mest  
Signature of ASSIGNOR(S)

Date: PneuVentures, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*(if ASSIGNOR is a legal entity, complete the following information)*

Mary Ellen Mest

*(type or print the name of the above person  
authorized to sign on behalf of ASSIGNOR)*

President

Title

**NOTE:** No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 U.S.C. § 261. Use next page if notarization is desired.

Notarization or Legalization Page Added.

(Assignment of Invention [16-3]—page 3 of 3)



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**ASSIGNOR:**

Inventor(s) or person(s) or  
entity(ies) who own the  
invention

KeyBank National Association

*(type or print name(s) of ASSIGNOR(S))*

66 South Pearl Street

**Address**

Albany, NY 12207

UNITED STATES OF AMERICA

**Nationality**

*(if assignment is by person or entity to whom invention was previously assigned  
and this was recorded in PTO, add the following)*

**Recorded on** \_\_\_\_\_ **Reel** \_\_\_\_\_

**Frame** \_\_\_\_\_

hereby sells, assigns and transfers to

**ASSIGNEE:**

WGU, Inc.

*(type or print name(s) of ASSIGNEE(S))*

Loyalhanna Business Complex

**Address**

100 Station Street, Loyalhanna, PA 15661

UNITED STATES OF AMERICA

**Nationality**

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

- the entire right, title and interest
- an undivided \_\_\_\_\_ percent (\_\_\_\_\_%) interest

for the United States and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

and in all foreign countries, including all rights to claim priority,  
in and to any and all improvements which are disclosed in the invention entitled:  
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Name of inventor(s) Raymond S. Gaston, David L. Smith, William M. Gardner, Jr.,  
and Adam Gardner

(check and complete (a), (b), (c), (d), (e), (f), or (g))

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(Assignment of Invention [16-3]—page 2 of 3)

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IN WITNESS WHEREOF, I/We have hereunto set hand and seal this 29<sup>th</sup> day of March 2000  
Date of signing

**WARNING:** The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Date: 3/29/00

James J. Phelan  
Signature of ASSIGNOR(S)  
KeyBank National Association

Date:  
Date:  
Date:

*(if ASSIGNOR is a legal entity, complete the following information)*

James J. Phelan  
*(type or print the name of the above person authorized to sign on behalf of ASSIGNOR)*  
Assistant Vice President  
Title

**NOTE:** No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 U.S.C. § 261. Use next page if notarization is desired.

Notarization or Legalization Page Added.

(Assignment of Invention [16-3]—page 3 of 3)