

09-06-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lineal Industries, Inc.
P. O. Box 15505
Pittsburgh, Pennsylvania 15244

8-7-06

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: Miller Pipeline Corporation

Address: P. O. Box 34141

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

City: Indianapolis

State/Prov.: IN

Country: USA

ZIP: 46234

Execution Date: July 7, 2000

Additional name(s) & address(es)

☐ 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)

09/026,645

February 20, 1998

Additional numbers

☐ Yes ☒ No

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

Name: Dilip A. Kulkarni

Registration No. 27,510

Address: Barnes & Thornburg

11 South Meridian Street

City: Indianapolis

State/Prov.: IN

Country: USA

ZIP: 46204

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:

10-0435

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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.

Dilip A. Kulkarni

Dilip A. Kulkarni 8-2-2000

Name of Person Signing

Signature

Date

5

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 011045 FRAME: 0045

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Lineal Industries, Inc., a Pennsylvania corporation ("Assignor"), and Miller Pipeline Corporation, an Indiana corporation ("Assignee") have entered into an Asset Purchase Agreement dated as of July 7, 2000 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agreed to buy certain assets of the Division; and

WHEREAS, in conducting the business of the Division, Assignor has acquired an interest in some intellectual property assets that are included in the Subject Assets to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark registration listed in Schedule A (collectively, the "Federal Mark"); and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to the know how, inventions, designs, trade secrets, documents, drawings, correspondence and other intellectual property related to, or to methods, goods or products involving, the joint sealing of pipelines by person entry into the pipeline, including but not limited to, the United States allowed patent application and divisional application listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Federal Patents"); and,

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to the know how, inventions, designs, trade secrets, documents, drawings, correspondence and other intellectual property related to, or to methods, goods or products involving, the joint sealing of pipelines by person entry into the pipeline, including but not limited to, the foreign patent applications and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Foreign Patents"); and,

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Federal Patents and Foreign Patents (together, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

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Assignment of Intellectual Property Asset

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any reexamination or interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue arising out of the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or renewals, and including any reexamination or interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.


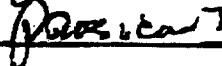
5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby agrees to assist in the recordation of this Assignment in the appropriate patent, trademark or other government offices at Assignee's expense.

7. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 7th day of July, 2000.

Lineal Industries, Inc.

By: 
Its: 

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Assignment of Intellectual Property Assets

STATE OF Pennsylvania
COUNTY OF Allegheny } SS:

On this ___ day of June, 2000, before me appeared Ronald Lindberg, being by me duly sworn, did say that he/she is the President of Linear Industries, Inc., a corporation of the State of Pennsylvania, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Kathryn Wheeler
Notary Public

My commission expires: _____

Notarial Seal
Kathryn Wheeler, Notary Public
Robinson Twp., Allegheny County
My Commission Expires July 28, 2005
Member, Pennsylvania Association of Notaries

Assignment of Intellectual Property Assets

SCHEDULE A
(1_Page)

Federal Trademarks

Trademark	Registration No.	Registration Date
HY-FLEX	2,305,466	Jan. 4, 2000

Federal Patents

Patent No./ Application No.	Title	Date Filed
09/026,645	Internal Conduit Sealing Member and Band	Feb. 20, 1998

Foreign Patents

Patent No./ Application No.	Title	Country	Date Issued /Filed
PCT/U.S. 99/03148	Internal Conduit Sealing Member and Band	PCT	Feb. 16, 1999

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