

11-03-2000



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101505389

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

10-2-00



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

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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

Name (line 1)

Hayes, Paul

Execution Date
Month Day Year
09 12 00

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

Utiliscope Corporation

Name (line 2)



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.)

Address (line 1)

10367 Cedar Lane

Address (line 2)

Address (line 3)

Glen Allen

Virginia

23059

City

State/Country

Zip Code

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)

FOR OFFICE USE ONLY

11/03/2000 01:00:00 00000189 501335 10000000
01 00:581 0.00 00

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011195 FRAME: 0077

Correspondent Name and Address

Area Code and Telephone Number **804/771-9534**

Name **Stephen M. Faraci, Esquire**

Address (line 1) **Hirschler, Fleischer, Weinberg, Cox & Allen**

Address (line 2) **701 East Byrd Street**

Address (line 3) **P. O. Box 500**

Address (line 4) **Richmond, Virginia 23218-0500**

Pages

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

4

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)

6000151		

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

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:

501335

Authorization to charge additional fees:

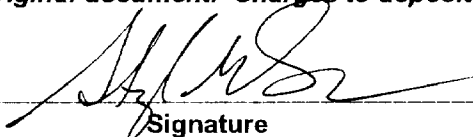
Yes ☒ No ☐

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.

Stephen M. Faraci

Name of Person Signing



Signature

9/21/00

Date

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") made and effective this 12th day of SEPTEMBER, 2000, by and between PAUL HAYES (the "Assignor"), an individual located at 11600 Woodbrook Ct., Glen Allen, Virginia 23060 and UTILISCOPE CORPORATION, a Virginia corporation (the "Assignee"), with offices located at 10367 Cedar Lane, Glen Allen, Virginia 23059 (collectively, the "Parties") hereby provides:

WHEREAS, the Assignor is the sole owner of all right, title and interest in and to a new and useful invention for vacuum excavation in the construction field (the "Invention") which is the subject of the following letters patent:

"VACUUM EXCAVATION APPARATUS HAVING AN IMPROVED AIR LANCE, AIR LANCE NOZZLE, AND VACUUM SYSTEM INCLUDING A MULTISTAGE VENTURI EJECTOR," United States Patent Number 6,000,151, issued on December 14, 1999 (the "Letters Patent");

WHEREAS, the Assignor is the sole owner of certain rights in and to certain discoveries, concepts, ideas and certain research, development and marketing activity results relating to the Invention and the Letters Patent (the "Related Rights");

WHEREAS, the Assignee desires to acquire sole ownership of all rights in and to the Invention, the Letters Patent, and the Related Rights (collectively, the "Intellectual Property"), along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringements of the Intellectual Property; and

WHEREAS, the Assignor desires to assign to Assignee all rights in and to the Intellectual Property, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringements of the Intellectual Property, upon the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** The Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, legal representatives, and assigns, all right, title and interest in and to:

(a) the Intellectual Property, and in and to any and all patent applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and in and to any and all letters patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full term of said letters patent, together with the right to claim the priority of U.S. letters patent to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;

(b) all discoveries, concepts and ideas relating to the Intellectual Property, including but not limited to, the nature and results of research and development activities, processes, formulas, data, inventions, technology, techniques, "know-how," copyrights, trade secrets, designs, prototypes, methods, pictures, drawings and specifications, and all information, including any private, business, marketing, confidential or technical information, relating to the Intellectual Property;

(c) all improvements, enhancements, advancements or modifications of or to the Intellectual Property; and

(d) the right to recover for damages and profits for past, present, and future infringements of the Intellectual Property and to enjoin any and all present and future infringements of the Intellectual Property

2. Authorization. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection to issue all letters patent or similar legal protection resulting from the Intellectual Property or any derivatives of the Letters Patent to Assignee, such letters patent or similar legal protection to be held by Assignee for its own use and benefit to the full end of the term for which such letters patent or similar legal protection is or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made.

3. Future Assurances. The Assignor shall, upon the request of Assignee, execute any and all applications, including but not limited to, any divisionals, renewals, reexaminations, substitutes, continuations, or continuation-in-part applications for the Letters Patent or any improvements and any supplemental oath or declaration relating thereto, and any application for the reissue or extension of the Letters Patent that Assignee may deem necessary or expedient, and shall also, upon the request of Assignee, in the event any application, patent, reissue or application for reissue related to the Letters Patent, becomes involved in an interference, cooperate to the best of their ability with Assignee in the matters of preparing the preliminary statement and giving and

producing evidence in support thereof, and shall perform, upon such request, any and all affirmative acts to execute, deliver and vest in Assignee all rights in the Invention and the Letters Patent hereby conveyed, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

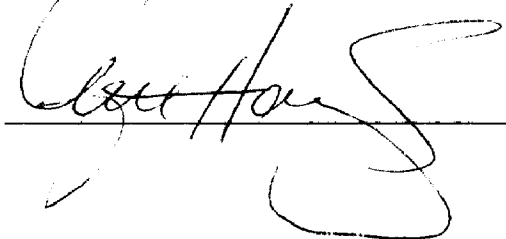
5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Jurisdiction and Venue.** The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division, to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the County of Henrico, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

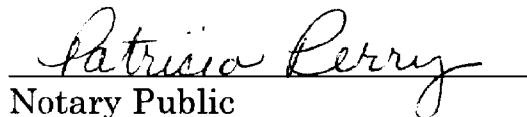
PAUL HAYES



COMMONWEALTH OF VIRGINIA
COUNTY OF HAMPSHIRE, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared PAUL HAYES, who executed the foregoing Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 12th day of September, 2000.

[SEAL]


Notary Public

My commission expires: 4/30/03

ASSIGNEE:

UTILISCOPE CORPORATION

a Virginia corporation,

By: Paul Hayes

Title: President

COMMONWEALTH OF VIRGINIA

COUNTY OF HANOVER, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared PAUL HAYES, the President and duly authorized agent and signatory of UTILISCOPE CORPORATION, who executed the foregoing Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 12th day of SEPTEMBER, 2000.

[SEAL]

Patricia Perry
Notary Public

My commission expires: 4/30/03

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