

09-14-2001



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Texas Encore, LLC

SEP - 5 2001

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

## 3. Nature of conveyance:

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

Execution Date: July 26, 2000

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

Name: Texas Encore Material, Inc.Internal Address: 5401 North Federal HighwayFt. Lauderdale, Florida 33308Street Address: 5401 North Federal HighwayCity: Ft. Lauderdale State: FL ZIP: 33308Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

09/626,539

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David M. OstfeldAddress: Chamberlain, Hrdlicka, White,Williams & Martin1200 Smith Street, Suite 1400Houston, Texas 77002-4310Street Address: Chamberlain, Hrdlicka, White,Williams & Martin1200 Smith Street, Suite 1400City: Houston State: Texas ZIP: 77002-43106. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Previously paid by check  
☐ Authorized to be charged to deposit account

8. Deposit account number:

15-0697

(Attach duplicate copy of this page if paying by deposit account)

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.

David M. Ostfeld

Name of Person Signing

Signature

August 30, 2001

Date

Total number of pages comprising cover sheet: one (1)

## ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **TEXAS ENCORE, LLC**, sometimes hereinafter called "Assignor", acknowledges it has previously assigned and hereby assigns, sells, transfers and conveys to Texas Encore Materials, Inc., a Delaware Company having an office in **Detroit, Michigan**, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to:

1. The invention in **MIXER AND PROCESS FOR USE**.
2. Its United States of America patent application filed concurrently on said invention, Attorney's File No. 940287-08, and is entitled: Mixer and Process for Use.
3. All applications for patent or like protection on said invention that have now been or may in the future be made by it or its legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to it or its legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future authorized or unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of Assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

(hereinafter "Rights").

Further, Assignor covenants and agrees that it will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

(1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

(2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance or reexamination of letters patent, and for interference proceedings involving and covering any of the Rights, and

(3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, Assignor warrants that it has the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon Assignor, our executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

Texas Encore, LLC

Executed  
Date: 08/31/01

Effective Date: July 27, 2001

By: Patrick A. Moran  
Name: PATRICK A. MORAN  
MANAGING MEMBER  
At: FOOT LAUDERDALE, FL 33308

STATE OF Florida

§

COUNTY OF Broward

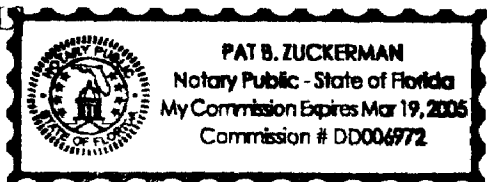
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BEFORE ME, the undersigned authority, on this day personally appeared Patrick A. Moran known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacities and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31<sup>st</sup> day of August, 2001.

[SEAL]



Pat B. Zuckerman  
Notary Public Signature

PAT B. ZUCKERMAN  
Notary Printed Name

Commission Expires 3/19/05

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