

03-12-2002

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents

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3 original documents or copy thereof.

1. Name of conveying party(ies) **1002 FEB 25 AM 9:45**

WinCup Holdings, Inc. FINANCE SECTION

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

3. Nature of conveyance:

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

Execution Date: **November 13, 2001**

2. Name and address of receiving party(ies)

Name: **Radnor Delaware, Inc.**

Internal Address:

Street Address: **919 N. Market Street, 2nd Floor**

City: **Wilmington** State: **DE** ZIP: **19801**

Additional 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)

B. Patent No.(s)

D446,687

D436,295

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Robert E. Rosenthal, Esq.**

Internal Address: **Duane Morris & Heckscher LLP**

Street Address: **1650 Market Street**

City: **Philadelphia** State: **PA** ZIP: **19103**

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41)\$ **80.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1679

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

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9. Statement of 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.

Robert E. Rosenthal

Signature

5

Date

12/3/01

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

ASSIGNMENT AND AGREEMENT

WHEREAS, the undersigned, **WinCup Holdings, Inc.**, a Delaware Corporation, having a mailing address of 7980 W. Buckeye Road, Phoenix, AZ 85043 ("ASSIGNOR") owns all right, title and interest in and to the Patents (the "Patents"), for set forth in Schedule A attached hereto; and

WHEREAS the Assignor is agreeable to assign, and **Radnor Delaware, Inc.** of **919 N. Market Street, 2nd Floor, Wilmington, Delaware 19801** (the "ASSIGNEE") is desirous of acquiring, the exclusive right, title and interest in and to the Patents;

NOW THEREFORE, in consideration of One Dollar (\$1.00) paid by the Assignee to the Assignor, as well as for other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor does hereby sell, assign, transfer and set over to the Assignee, its successors and assigns, the full and exclusive right, title and interest in and to the Patents as well as any divisional, re-examination, reissue, continuation or continuation-in-part applications which may be filed relating to the Patents and any and all Letters Patents to be granted and issued therefor, the same to be held and enjoyed by the Assignee to the full end of term, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Assignor shall with reasonable diligence do all such things and provide all assurances as reasonably required to consummate the transactions contemplated hereby. Assignor shall execute and deliver to Assignee, at Assignee's request, such further documents or instruments required and presented by Assignee to effect the purpose of this Assignment and to carry out its provisions. Assignor shall, at Assignor's sole cost and expense, register or complete the registration of all required documents and instruments necessary to formalize Assignor's ownership of the Patents in their respective countries and governmental offices, so as to make of record the chain of title up to Assignor preceding this Assignment. Assignor shall execute and deliver to Assignee or its nominee such further documents or instruments, assignments, conveyances, authorizations and like documentation as required by Assignee to confirm ownership of the Patents in Assignee in said respective countries and governmental offices. Assignee shall control and attend to the preparation, submission and recordation of all such documents or instruments, assignments, conveyances and authorizations subsequent to this Assignment, and shall bear the expense thereof. Assignee likewise shall control and bear all fees and expenses associated with prosecuting or maintaining said Patents after the

date of this Assignment.

This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee and their respective successors and assigns.

WinCup Holdings, Inc.

Date: November 13, 2001

By: 

Name: Michael T. Kennedy

Title: President

Schedule A

- 1) U.S. Design Patent Number 446,687 for "Cup" issued on August 21, 2001.
- 2) U.S. Design Patent Number 436,295 issued on January 16, 2001 titled "Cup".