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FORM PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDING FORM COVER SHEET  
102330723  
PATENTS ONLY

Atty. Dkt. No.: 049499-0001

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

ATTN: BOX ASSIGNMENT

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

**Amtech, Inc.**  
(a Mississippi corporation)

12-24-02

Additional name(s) &amp; address(es) attached? No

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

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

Name: **NATEC, Inc.**  
(a Delaware corporation)

Address: **2736 Arkansas Road**  
**Plattsburg, NY 12903**

Additional name(s) &amp; address(es) attached?

Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: December 24, 2002

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

A. Patent Application No.(s)

B. Patent No.(s)

5,259,288 (formerly U.S. Patent Application No. 09/953,686)

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

Name: Catherine L. Ziobro, Esq.

Address: Morgan, Lewis & Bockius LLP  
1600 Tysons Boulevard.

City: McLean State: VA Zip: 22102

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

7. Total fee (37 C.F.R. §3.41): \$40.00

☐ Check Enclosed  
☒ Authorized to be charged to deposit account 50-0310

8. Deposit account number: 50-0310  
(Attach duplicate of page if paying by deposit account)

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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.

Elizabeth C. Weimar  
Name of Person Signing

Elizabeth C. Weimar  
Signature

December 24, 2002  
Date

Total number of pages including cover sheet, attachments and documents: 4

049499-0001

Attorney's Docket No.

**ASSIGNMENT OF PATENT AND PATENT APPLICATIONS**

THIS ASSIGNMENT OF PATENT AND PATENT APPLICATIONS (this "**Assignment of Patent**"), is dated as of December 24, 2002, and is made by Amtech, Inc., a Mississippi corporation residing at 2605 14th Street, Gulfport, Mississippi, 39502 (the "**Assignor**").

**WHEREAS**, the Assignor is the owner of certain new and useful improvements in PRESSURE REGULATING COMPOSITE CARTRIDGE set forth in U.S. Patent No. 5,259,288 (formerly U.S. Patent Application No. 09/953,686) (the "**Patent**");

**WHEREAS**, NATEC, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2736 Arkansas Road, Plattsburg, New York, 12903, (the "**Assignee**") is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said Patent;

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated as of December 24, 2002, by and between Assignor and Assignee pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, certain Assets (as defined therein) of the Assignor, including the Patent, all in accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement; and

**WHEREAS**, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**NOW, THEREFORE**, for and in consideration of the payment by Assignee of the Purchase Price made pursuant to the Asset Purchase Agreement, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, and pursuant to the terms of the Asset Purchase Agreement, the parties hereto, each of them intending to be legally bound and to bind their respective successors and assigns, hereby covenant and agree as follows:

1. **Assignment.** The Assignor does hereby grant, sell, convey, assign, transfer, deliver and set over unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest, legal and equitable, in and to the Patent, and reissues and extensions of said Patent, and all rights under the International Convention for the Protection of Industrial Property, to have and to hold the Patent hereby granted, sold, conveyed, assigned, transferred and delivered unto Assignee and Assignee's successors and assigns, to its and their own use and behalf forever, to the full end of the term or terms for which the Patent may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

2. The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Patent, and that the same is unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the Patent in the manner herein set forth.
3. **Further Assurances.** Assignor, on behalf of itself and its successors and assigns, has covenanted and by this Assignment of Patent of does covenant with Assignee, its successors and assigns, that Assignor, and its successors and assigns, hereby agrees, from and after the date hereof upon the request of Assignee, to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances and documents as the Assignee may reasonably require in order to obtain the full benefit of this Assignment of Patent and Assignor's obligations hereunder, and for the better assuring, conveying and confirming unto Assignee, its successors and assigns, all of its right, title and interest, legal and equitable, in the Patent, including without limitation that whenever any proceeding in connection with said Patent, or any reissue or extension of any Patent obtained or to be obtained thereon, is lawful and desirable, Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said Patent, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.
4. **Governing Law.** This Assignment of Patent shall be governed by and construed under and enforced in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).
5. **Survival.** The provisions of this Assignment of Patent are subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all the representations and warranties, covenants and agreements of the parties contained therein, all of which will survive the execution and delivery of this Assignment of Patent in accordance with the terms of the Asset Purchase Agreement.
6. **Successors and Assigns.** This instrument is executed by and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to, effective on the date hereof.
7. **Conflicts.** In the event of any conflict or ambiguity between the terms hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

[SIGNATURE PAGE FOLLOWS]

**AMTECH, INC.**

By: W. O. Heller  
Title: NAVY ATTACHE / PRINCIPAL

**PATENT**  
**REEL: 013625 FRAME: 0154**