

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
KEVIN LEAHY

2. Name and address of receiving party(ies)

Name: TILTCO, LLC

Internal Address: _____

Street Address: 2656 Route 724

City: Parkersford State: PA Zip: 19457

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

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

3. Nature of conveyance:

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

Execution Date: Dec. 2, 2002

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)

5,893,239

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian L Belles

Internal Address: Cozen O'Connor

Street Address: 1900 Market St.

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 40

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1275

(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.

Brian L. Belles 51.322

Name of Person Signing

Brian L. Belles

Signature

5/9/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

700030314

PATENT
REEL: 013645 FRAME: 0247

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), made this 2nd day of December, 2002, by and between KEVIN LEAHY, an individual ("Assignor"), and TILTCO, LLC, a Pennsylvania limited liability company (the "Company").

WITNESSETH:

WHEREAS, Assignor has certain Intellectual Property, as that term is defined in the Contribution Agreement dated on even date herewith among Assignor, the Company and certain other parties thereto (the "Contribution Agreement"), that he desires to assign to the Company as a portion of his capital contribution to the Company in exchange for membership interests in the Company pursuant to the Contribution Agreement; and

WHEREAS, the Company desires to take an assignment of the Intellectual Property owned by Assignor in exchange for the issuance of a membership interest in the Company pursuant to the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to the Company, free from any encumbrances or other third party rights, all of his right, title and interest in and to the Intellectual Property, including but not limited to:

(a) The right to become the registered owner of any Intellectual Property registered in the name of Assignor.

(b) The right to become the registered patent, trademark or copyright owner of any Intellectual Property owned by Assignor including, but not limited to, all of Assignor's right title and interest in and to:

1. U.S. Patent No. 5,526,611 entitled "Self-Righting Gutter System";
2. U.S. Patent No. 5,893,239 entitled "Gutter System with Gutter Tilt Actuator";
3. U.S. Trademark, Reg. No. 2,286,161; and
4. U.S. Trademark, Reg. No. 2,501,150,

all of which shall be assigned to the Company by Assignor pursuant to the Patent and Trademark Assignment attached hereto.

(c) All rights and powers arising or accrued therefrom, including the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property.

(d) The right to apply for, prosecute and obtain patent or similar protection throughout the world in respect to any right accrued, derived or based on the Intellectual Property, including the right to claim patent priority or other legal priority.

(e) All improvements, enhancements and additions to the Intellectual Property and modifications and derivatives thereof conceived or reduced to practice by Assignor or any other person or entity.

2. Further Assurances. Upon the request of the Company, Assignor shall perform such further acts and execute all such documents requested by the Company to secure the rights of the Company in and to all rights assigned to the Company hereunder, including transferring any registered Intellectual Property to the Company's name.

3. Patents, Etc. If the Company decides to protect any of the Intellectual Property by means of registering patents, trademarks, designs or the like, the Company shall be registered as sole owner, and may exploit and make whatever use of such Intellectual Property as it sees fit, and may take steps to exploit and commercialize such Intellectual Property anywhere in the world, without payment of any royalties to Assignor.

4. Acceptance. The Company hereby accepts the above assignment and transfer and it is understood that this assignment and transfer is irrevocable.

5. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and legal representatives.

6. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding the choice of law rules thereof).

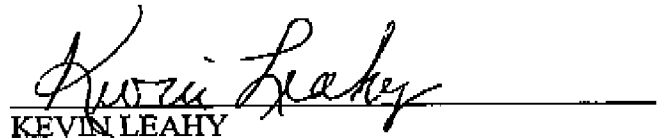
7. Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute but one and the same instrument. One or more counterparts of this Agreement may be delivered via telecopier, with the intention that they shall have the same effect as an original counterpart hereof. All counterparts shall collectively constitute a single agreement.

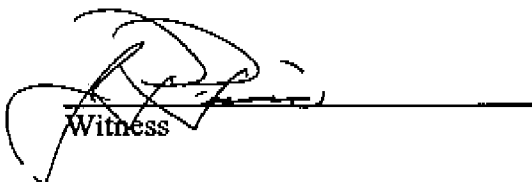
[THE SIGNATURE PAGE FOLLOWS]

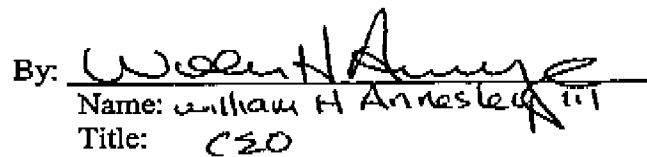
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.


Witness


KEVIN LEAHY

TILTCO, LLC


Witness

By: 
Name: William H. Annesley III
Title: CEO

PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (the "Assignment") represents the understanding between KEVIN LEAHY, an individual with an address at 2656 Route 724, PO Box 471, Parkerford, PA 19457 ("Assignor"), and TILTCO, LLC, a Pennsylvania limited liability company with an address at 2656 Route 724, Parkerford, PA 19457 (the "Company").

I. Effective Date.


This Assignment became effective on the 2nd day of December 2002.

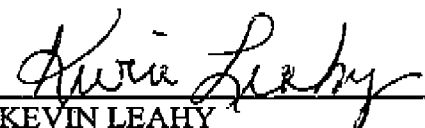
II. Patents and Trademarks Assigned.

Assignor hereby assigns the below-listed patents and registered trademarks to the Company:

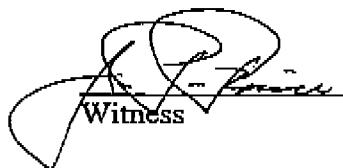
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2. U.S. Patent No. 5,893,239 entitled "Gutter System with Gutter Tilt Actuator";
3. U.S. Trademark, Reg. No. 2,286,161; and
4. U.S. Trademark, Reg. No. 2,501,150.

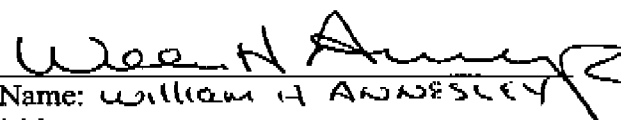
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the effective date set forth above.


Witness


KEVIN LEAHY

TILTCO, LLC


Witness

By: 
Name: WILLIAM H. AMESLEY
Title: CEO