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OMB No. 0651-0027 (exp. 6/30/2005)

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



7/8/05

103038864  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
Joseph B. McCorkel  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: McCorkel Technologies, LP  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) \_\_\_\_\_  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

Street Address: 1405 Zimmerman Road  
\_\_\_\_\_ Carlisle  
City: \_\_\_\_\_  
State: Pennsylvania  
Country: USA Zip: 17013  
Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s) \_\_\_\_\_  
B. Patent No.(s) \_\_\_\_\_  
US 6,481,164 B1  
  
Additional numbers attached?  Yes  No

OPR/FINANCE  
2005 JUL - 8 AM 11:23

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Clifton R. Guise, Esquire  
Internal Address: \_\_\_\_\_  
Street Address: 1013 Mumma Road, Suite 100  
City: Lemoyne  
State: Pennsylvania Zip: 17043  
Phone Number: (717) 731-9600  
Fax Number: (717) 731-9627  
Email Address: c.guise@gateslawfirm.com

**6. Total number of applications and patents involved:** 1  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] Signature 7/8/05 Date  
Clifton R. Guise  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and documents: **4**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 016745 FRAME: 0430

ASSIGNMENT OF PATENT  
No.: US 6,481,164 B1

This Assignment of Copyright ("Assignment") is made as of June 29, 2005, and is between **Joseph B. McCorkel** ("Assignor" or "Patentee"), an adult individual currently residing at 1405 Zimmerman Road, Carlisle, Cumberland County, Pennsylvania, 17013.

AND

**McCorkel Technologies, LP** ("Assignee"), a Pennsylvania limited partnership with its registered address at 1405 Zimmerman Road, Carlisle, Cumberland County, Pennsylvania, 17013.

**WITNESSETH:**

**Whereas**, Joseph B. McCorkel, did obtain a United States Patent for a Rainwater Diverter No. US 6,481,164 B1, dated November 19, 2001;

**Whereas**, Joseph B. McCorkel is now the sole owner of said patent; and,

**Whereas**, McCorkel Technologies, LP, is desirous of acquiring the entire right, title and interest in the same;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Incorporation of Recitals.** All recitals set forth above are true and correct and are fully incorporated herein by reference as though set forth in full;

2. **Transfer of Patent.** Assignor hereby assigns to Assignee, its successors and assigns, all Assignor's interest, right and entire title in and to the said Patent aforesaid; the same to be held and enjoyed by the said assignee for his own use and behoof, and for his legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held assignor had this assignment and sale not been made.

3. **Purchase Price.** In consideration for the assignment of the Property, Assignee will pay to Assignor one hundred and 00/100 dollars (\$100.00) on or before the date of this Assignment

4. **Entire Agreement.** This instrument contains the entire agreement of the parties relating to the subject matter hereof, and may not be waived, changed, modified, extended or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The waiver by any party of a breach of any provision of this Agreement by any other will not operate or be construed as a waiver of any subsequent breach by such other party.

5. **Invalidity.** In the event any one or more terms or provisions of this Agreement are

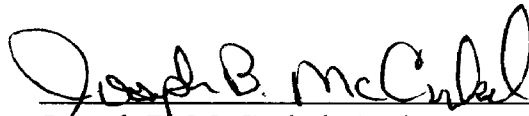
found or declared in any respect to be void, voidable, invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be in any way thereby affected, prejudiced or disturbed, it being intended that such remaining provisions shall be binding with the same effect and construed as if the invalid provisions of this Agreement shall be deemed and hereby are declared to be severable.

6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.

7. **Headings.** The headings of the sections are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

8. **Authority.** The Parties hereby represent and warrant that the execution, delivery and performance of this Agreement is fully authorized and within the power of the individual executing on behalf of the party to fully and completely bind that party.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

  
\_\_\_\_\_  
Joseph B. McCorkel, Assignor and Patentee

COMMONWEALTH OF PENNSYLVANIA :  
: S S:  
COUNTY OF CUMBERLAND :

On this, the 29<sup>th</sup> day of June, 2005, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Joseph B. McCorkel**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

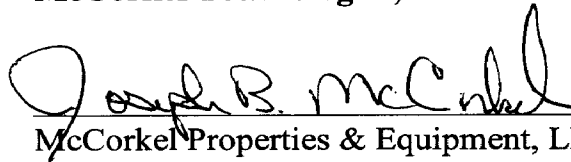
Notarial Seal  
Teri L. Walker, Notary Public  
Lemoyne Boro, Cumberland County  
My Commission Expires Jan. 20, 2007  
Member, Pennsylvania Association of Notaries

ACCEPTANCE  
OF  
ASSIGNMENT OF PATENT  
No.: US 6,481,164 B1

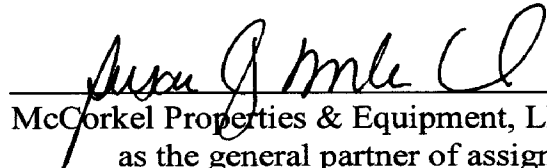
IN CONSIDERATION of the interest, right and entire title in and to the said Patent aforesaid that are being assigned to Assignor, Assignor hereby accepts the foregoing Assignment and agrees to assume and perform all of the duties and obligations to be performed by Assignee under the said Agreement referred to in the foregoing Assignment. Assignee agrees to indemnify and hold Assignor harmless for any liability for performance or non-performance of the duties and obligations assumed by Assignee.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

ASSIGNEE  
McCorkel Technologies, LP

\_\_\_\_\_  


McCorkel Properties & Equipment, LLC  
as the general partner of assignee  
Joseph B. McCorkel - Member

\_\_\_\_\_  


McCorkel Properties & Equipment, LLC  
as the general partner of assignee  
Susan J. McCorkel - Member

COMMONWEALTH OF PENNSYLVANIA :  
: S S:  
COUNTY OF CUMBERLAND :

On this, the 29<sup>th</sup> day of June, 2005, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Joseph B. McCorkel** and **Susan J. McCorkel** as members of McCorkel Properties & Equipment, LLC, the general partner of McCorkel Technologies, LP, assignee, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Notarial Seal  
Teri L. Walker, Notary Public  
Lemoyne Boro, Cumberland County  
My Commission Expires Jan. 20, 2007