

12-14-2005

D0932-00603

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



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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)/Execution Date(s):

1. Dennis Westphal
2. Jerome Habeck

Execution Date(s) 1. 11/18/05; 2. 11/7/05

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: CertainTeed Corporation

Internal Address: _____

Street Address: 750 East Swedesford Road

City: Valley Forge

State: PA

Country: USA Zip: 19482

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

4. Application or patent number(s):

A. Patent Application No.(s)

☒ This document is being filed together with a new application.

B. Patent No.(s)

12/13/2005 DBYRNE 00000181 041679 29244148

01 FC:8021

40.00 DA

Additional numbers attached? ☐ Yes ☒ No

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

Name: Peter J. Cronk

Internal Address: Duane Morris LLP

Street Address: 30 South 17th Street

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215.979.1252

Fax Number: 215.979.1020

Email Address: cronk@duanemorris.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ 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 04-1679

Authorized User Name Duane Morris LLP

9. Signature:

Peter J. Cronk
Signature

12.6.05
Date

Peter J. Cronk, Registration No. 32,021

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

PATENT
REEL: 017329 FRAME: 0555

ASSIGNMENT

We, **Dennis Westphal** and **Jerome Carl Habeck**, hereby declare that we are the inventors of the invention relating to **Patio Door Panel Sash Extrusion with Weatherstripping**, described in an application for Letters Patent of the United States of America, identified as Attorney Docket No. D0932-00603 and filed herewith.

We hereby sell, assign and transfer to **CertainTeed Corporation**, a Pennsylvania corporation, with its principal place of business located at 750 East Swedesford Road, Valley Forge, Pennsylvania 19482, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to said application, and all the rights and privileges in said applications and under any and all Letters Patent and any divisions, continuations, continuations-in-part, reexamination certificates, reissues, and extensions thereof that may be granted in the United States for said inventions; and I also concurrently hereby sell, assign and transfer to CertainTeed Corporation the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We agree that, when requested, we will, without charge to said Corporation but at its expense, sign all papers, take all rightful oaths, make all rightful declarations, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries, and for vesting title thereto in said Corporation, its successors, assigns or nominees.

We agree that we will communicate to said Corporation or its representatives any facts known to us respecting said inventions and, when requested by said Corporation and at its expense, will testify in any legal proceedings, and generally do everything possible to aid said Corporation, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

We authorize and empower said Corporation, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in our name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right or priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any Assignment, consent to file or like document, which may be required in

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any country for any purpose, and more particularly, in proof of the right of the said Corporation or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with the Corporation, its successors, assigns, legal representatives, and nominees, that to the best of my knowledge the right, title, and interest herein conveyed by us, are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Signed at LEBANON IN Dated 11/18/05
Inventor Dennis Westphal
Dennis Westphal
Address: 731 W, 500 N, Lebanon, IN

1st Witness RICHARD E. HILMAN
(Type or Print Name)

[Signature]
(Signature)

2nd Witness Evan J. Caldwell
(Type or Print Name)

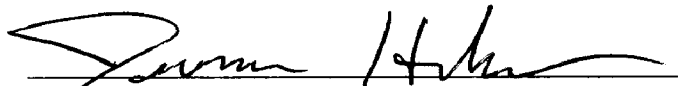
[Signature]
(Signature)

This 18 day of November, 2005, before me personally came the above-named **Dennis Westphal**, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
Notary Public

Signed at LEBANON IN Dated 11-07-05

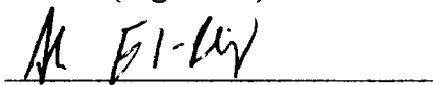
Inventor 
Jerome Habeck

Address: 14139 Charity Chase Circle, Westfield, IN 46074

1st Witness ELVIS FLANNERY
(Type or Print Name)



(Signature)

2nd Witness ADAM EL-RAHAIBY
(Type or Print Name)


(Signature)

This 7 day of November 2005, before me personally came the above-named **Jerome Habeck**, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.


Notary Public