



03-02-2006



DEPARTMENT OF COMMERCE
Patent and Trademark Office

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RECORD 1

PATENT ONLY

103188183

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):

Cowan Plastics, LLC
American Assembly, LLC

Execution Date(s) January 18, 2006; January 18, 2006

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: American Biophysics Corporation

Internal Address: _____

Street Address: 140 Frenchtown Road

City: North Kingstown

State: Rhode Island

Country: USA Zip: 02852

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)

6,817,140

Additional numbers attached? ☐ Yes ☐ No

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

Name: PILLSBURY WINTHROP SHAW PITTMAN LLP

Internal Address: P.O. Box 10500

Street Address: 1650 Tysons Boulevard

City: McLean

State: VA Zip: 22102

Phone Number: (703) 770-7900

Fax Number: (703) 770-7901

Email Address: bryan.collins@pillsburylaw.com

6. Total number of applications and patents involved:

2

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

009554-0303357

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 033975

Authorized User Name _____

9. Signature:

Signature

February 27, 2006

Date

Bryan P. Collins, Reg. No. 43560

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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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(40.00 DA)

PATENT
REEL: 017606 FRAME: 0705

ASSIGNMENT

This Assignment is by and between (a) American Biophysics Corporation, a Delaware corporation with offices at 140 Frenchtown Road, North Kingstown, RI 02852 ("ABC"), (b) Cowan Plastics, LLC, a Rhode island limited liability company with offices at 610 Manton Avenue, Providence, RI 02909 ("COWAN"), and (c) Cowan's wholly owned subsidiary American Assembly, LLC, a Rhode island limited liability company with offices at 610 Manton Avenue, Providence, RI 02909 ("AMERICAN").

WHEREAS, pursuant to an understanding between the parties, ABC has engaged COWAN and AMERICAN to assist ABC in the manufacture of insect traps ("the Project");

WHEREAS, pursuant to that same understanding, ABC, COWAN and AMERICAN agree that ABC owns any and all right, title, and interest in any intellectual property which relates primarily to insect mitigation developed in connection with the Project, including but not limited to any inventions, patents and patent applications (and any continuations, divisionals, reissues, reexaminations, substitutions, and extensions thereof), trademarks and trade dress rights, copyrights, mask works, designs, ideas, concepts, product specifications, and/or trade secrets, irrespective of whether such intellectual property is developed jointly or solely by any party ("Intellectual Property"); and

WHEREAS, ABC desires to confirm that it owns all right, title, and interest in and to the aforementioned intellectual property, in all countries throughout the world.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, COWAN and AMERICAN, on behalf of themselves and any of their subsidiaries, hereby sell, assign, transfer, and set over to ABC, its lawful successors and assigns, any and all right, title, and interest in and to all Intellectual Property developed in connection with the Project, irrespective of whether such intellectual property was developed before the execution of this Assignment or at any time thereafter, including but not limited to (a) U.S. Patent Application No. 10/445,199, filed May 27, 2003, and naming Emma Durand and Richard Oster as inventors, (b) PCT Application No. PCT/US04/014706, filed May 12, 2004, and also naming Emma Durand and Richard Oster as inventors, (c) any foreign applications claiming priority to the aforementioned US and/or PCT Applications, and (d) the right to claim past damages against third parties for any infringement of such Intellectual Property;

AND, COWAN and AMERICAN HEREBY further covenant that COWAN and AMERICAN have the full right to convey the interest assigned by this Assignment, COWAN and AMERICAN will take all action and execute all documents necessary to perfect the interest assigned hereby and shall cause any employees, officers, or subsidiaries to do the same as necessary, and neither COWAN, AMERICAN, nor any of its subsidiaries has executed and will not execute any agreement in conflict with this Assignment;

AND, COWAN and AMERICAN HEREBY further covenant and agree that COWAN and AMERICAN, through their officers and employees, will, without further consideration, communicate with ABC, its successors and assigns, any facts known to COWAN and AMERICAN and their officers and employees respecting the Intellectual Property developed in connection with the Project, cooperate and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to such Intellectual Property in said ABC, its successors and assigns, and execute and make all rightful oaths to aid ABC, its successors and assigns, to obtain and enforce proper protection for such Intellectual Property in the United States and any foreign country, it being understood that any expense incident to such testimony or the execution of such papers shall be borne by ABC, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

AMERICAN BIOPHYSICS CORP.

By: [Signature]

Name: Devin Hosea

Title: Chief Executive Officer

Date: 1-30-06

Notarized by: [Signature]
My Commission Expires 3/3/08

COWAN PLASTICS, LLC

By: [Signature]

Name: William S. Dessel

Title: President

Date: 1-18-06

Notarized by: [Signature]
My Commission expires 5/3/2007

AMERICAN ASSEMBLY, LLC

By: [Signature]

Name: William S. Dessel

Title: Manager

Date: 1-18-06

Notarized by: [Signature]
My Commission expires 5/3/2007