

12-13-2007

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



103468080

To the Director of the U.S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies)

Louis Scott Valentas
Eric Paul Tierney

2. Name and address of receiving party(ies)

Name: Berry Metal Company

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 15, 2007

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

Street Address: 2408 Evans City Road

City: Harmony

State: Pennsylvania

Country: US Zip: 16037

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John F. Letchford

Internal Address: Archer & Greiner, P.C.

Street Address: One Centennial Square

City: Haddonfield

State: NJ Zip: 08033

Phone Number: 856.354.3013

Fax Number: 856.795.0574

Email Address: jlethford@archerlaw.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

John F. Letchford

Name of Person Signing

December 5, 2007

Date

12/12/2007 MGEIACHE 00000031 11999464
Total number of pages including cover
Sheet, attachments, and documents: 48.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, we, Louis Scott Valentas, residing at 727 Kilbuck Drive, Cranberry Township, Pennsylvania 16066, and Eric Paul Tierney, residing at 388 Florence Drive, Crescent, Pennsylvania 15045, hereinafter collectively referred to as the Assignors, are the inventors of certain inventions or improvements for which we have made application for Letters Patent of the United States, identified as Serial No. _____* entitled FURNACE PANEL LEAK DETECTION SYSTEM; and

WHEREAS, Berry Metal Company, hereinafter referred to as the Assignee, a Delaware Corporation with its principal place of business located at 2408 Evans City Road, Harmony, Pennsylvania 16037-7799, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to sue for past, present and future infringement of same:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said Assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any re-issue or re-issues or extension or extensions of said Letters Patent, including the right to sue for past, present and future infringement of same, and assign to and authorize said Assignee to file in our names applications for Letters Patent in all countries the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to

perfect the title to said inventions or improvements, said application and said Letters Patent to said Assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to said Assignee, or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as Assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patents of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.



Louis Scott Valentas

11/15/07

Date



Eric Paul Tierney

11/15/07

Date

*To comply with 37 CFR § 3.21 for recordal of this assignment, we, the Assignors signing above, hereby authorize and request our attorney to insert the application serial number when it becomes known.

2959793v1