

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
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ERR-003

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)

Louis P. Grasso, Jr. Elliot Kracko
Louis P. Grasso, Sr. Cynthia A. Andela
Patrick S. Grasso, Sr.

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

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

Execution Date(s) August 4, 2008

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

2. Name and address of receiving party(ies)

Name: Empire Resource Recovery, LLC

Internal Address: _____

Street Address: 270 North Avenue

City: New Rochelle

State: NY

Country: _____ Zip: 10801

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

4. Application or patent number(s):

A. Patent Application No.(s)
12/120,761

☐ 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: Gordon & Jacobson, P.C.

Internal Address: _____

Street Address: 60 Long Ridge Road
Suite 407

City: Stamford

State: CT Zip: 06902

Phone Number: 203 323-1800

Fax Number: 203 323-1803

Email Address: _____

6. Total number of applications and patents involved: one**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 07-1732

Authorized User Name David S. Jacobson

9. Signature:


Signature

8/22/08
Date

David S. Jacobson
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) 306-6885, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 071732 12120761

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ASSIGNMENT

WHEREAS, we, **Louis P. Grasso, Jr., Louis P. Grasso, Sr., Patrick S. Grasso, Sr., Elliot Kracko and Cynthia A. Andela**, hereinafter referred to as the "Inventors", whose post office addresses and citizenship are, respectively,

- 1) 150 Mildred Parkway, New Rochelle, NY 10801, (US Citizen);
- 2) 1327 Pelhamdale Avenue, Pelham Manor, NY 10803, (US Citizen);
- 3) 17 Lord Kitchener Road, New Rochelle, NY 10804, (US Citizen);
- 4) 135 Kensington Oval, New Rochelle, NY 10805, (US Citizen); and
- 5) 776 Country Hwy 24, Richfield Springs, NY 13439, (US Citizen)

have invented certain new and useful improvements in

**WHITE POZZOLAN MANUFACTURED FROM POST-CONSUMER WASTE GLASS, PRODUCTS
INCORPORATING THE SAME AND METHODS OF MANUFACTURING THE SAME**

as described and set forth in an application for Letters Patent of the United States of America, filed by us on the 15th day of May, 2008, and bearing serial no. 12/120,761 (Attorney Docket No. ERR-003);

AND WHEREAS, **Empire Resource Recovery, LLC**, hereinafter referred to as the "said COMPANY", a company existing under the laws of New York and having a place of business at 270 North Avenue, New Rochelle, NY 10801, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that we, the Inventors, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, to have and to hold the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

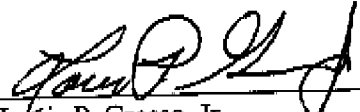
AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in

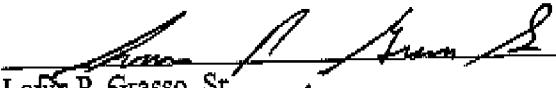
ERR-003


disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

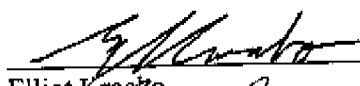
The undersigned hereby grant(s) David P. Gordon, Esq., David S. Jacobson, Esq., and Jay P. Sbrollini, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document and to correct any errors or defects herein.


IN WITNESS WHEREOF, we, Louis P. Grasso, Jr., Louis P. Grasso, Sr., Patrick S. Grasso, Sr., Elliot Kracko, and Cynthia A. Andela, have hereunto set our hands and seals this 4 day of August, 2008.


Louis P. Grasso, Jr.


Louis P. Grasso, Sr.


Patrick S. Grasso, Sr.


Elliot Kracko


Cynthia A. Andela

State of New York)
) ss:
County of Westchester)

BE IT KNOWN, that on this 4 day of August, 2008, personally appeared Louis P. Grasso, Jr., Louis P. Grasso, Sr., Patrick S. Grasso, Sr., Elliot Kracko and Cynthia A. Andela, to me known and known to me to be the individuals described in and who executed the foregoing assignment, and they acknowledged to me that they executed the same.


Notary Public

DENISE COLANGELO
Notary Public, State of New York
#01C05006786, Qual. In Westchester Co.
Commission Expires January 11, 2011

SEAL

My commission expires: