

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nelson C. Newton	08/29/2008
RECEIVING PARTY DATA	
Name:	Advance Pedestals, Ltd.
Street Address:	2228 N. Weaver
City:	Gainesville
State/Country:	TEXAS
Postal Code:	76241-1356
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12203471
CORRESPONDENCE DATA	
Fax Number:	(816)502-7898
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	816-268-8950
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Correspondent Name:	Mark Brown
Address Line 1:	4700 Belleview Suite 210
Address Line 4:	Kansas City, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	4167 NEWTON
NAME OF SUBMITTER:	Mark Brown
Total Attachments: 2 source=AssignmentDN4178#page1.tif source=AssignmentDN4178#page2.tif	

CH \$40.00 12203471

## ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, NELSON C. NEWTON, an individual and United States citizen ("Assignor") made the following assignment and promises to ADVANCED PEDESTALS LTD., a Texas Limited Liability Partnership, having a principal place of business at 2228 N. Weaver, Gainesville, Texas 76241-1356 ("Assignee") in connection with said invention of a new, original, novel and unique UTILITY TRENCH COVER ("Invention").

- 1) I assign, transfer, and convey to Assignee the entire right, title and interest in and to
  - (a) the Invention;
  - (b) the application for United States Letter Patent executed by me and/or filed on August 29, 2008.
  - (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
  - (d) all applications for Letters patent; or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
  - (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
  - (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.
- 2) I authorize and request the Commissioner for 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 or similar legal protection on applications to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.
- 3) I agree that, upon the request of the Assignee, I will
  - (a) execute any all divisional and renewal applications for the Invention or improvements;
  - (b) execute any supplemental oath relating to the Invention or improvements;
  - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;

(d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;

(e) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4) I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5) This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

8-29-08

Date

Nelson C. Newton  
NELSON C. NEWTON

STATE OF TEXAS )

) SS.

COUNTY OF COOKE )



On this 29<sup>th</sup> day of August, 2008, before me a Notary Public in and for the above State and County, personally appeared NELSON C. NEWTON, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Patricia F. Winters

Notary Public

My Commission Expires:

10-17-2010