PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mulch Seal LLC	12/19/2008

RECEIVING PARTY DATA

Name:	Byron Farrell
Street Address:	836 Banyan Court
City:	Marco Island
State/Country:	FLORIDA
Postal Code:	34145

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6074128

CORRESPONDENCE DATA

Fax Number: (617)951-3927

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 Phone:
 617-951-2500

 Email:
 docket@c-m.com

Correspondent Name: Cesari and McKenna, LLP

Address Line 1: 88 Black Falcon Ave, Suite 271

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: 101100-0001

NAME OF SUBMITTER: Rita M. Rooney

Total Attachments: 3 source=2178126#page1.tif source=2178126#page2.tif source=2178126#page3.tif

> PATENT REEL: 022024 FRAME: 0786

500741108

CH \$40.00

ASSIGNMENT

Whereas, Mulch Seal LLC, a Massachusetts Corporation, whose principal address is 15 Rockdale Avenue, Peabody, MA, 01960 is the owner of the entire right, title and interest in United States Patent Application Serial No. 09/061,445, entitled METHOD OF REPAIRING CRACKS IN ROADWAYS, which issued as United States Letters Patent No. 6,074,128 on June 13, 2000, and

Whereas Byron Farrell, whose address is 836 Banyan Court, Marco Island, Florida, 34145, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for the sum of \$500.00 and other good and valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

- 1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicted upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed

1

PATENT REEL: 022024 FRAME: 0787 by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the date indicated next to our name.

12/19/0	8 Japa a. Gilfenther	Member (
Date	Mulch Seal LLC by Joyce A. Gilfeather, Member	

On this 1912 day of December, 2008, before me appeared Joyce A. Gilfeather, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.

Notary Public ma Commission expires: 6-15-15

[seal]

PATENTS «matter_cltcode»—«matter_matcode»

Date

Byron Farrell

State of Florida Illinois

County of Mades on

On this 22rd day of Occumber, 2008,

before me appeared Byron Farrell

, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.

)ss.

Notary Public

[seal]

OFFICIAL SEAL RONDA J POSTON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/18/10