# Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT					
CONVEYING PARTY DATA								
		Name	Execution Date					
KRISTOPHER J LILL 02/11/2009								
RECEIVING PARTY DATA								
Name:	ENVIROMENTAL RETRO FIT SOLUTIONS LLC							
Street Address:	137 CORNELL AVENUE							
City:	HAWTHORNE							
State/Country:	NEW JERSEY							
Postal Code:	07506							
PROPERTY NUMBERS Total: 2								
Property Ty	/ре	Number						
Patent Number:	71:	28495						
Patent Number: 74755		5585						
CORRESPONDENCE DATA								
Fax Number: (973)535-9217								
conespondence will be sent via 03 mail when the lax altempt is unsuccession.								
Phone: 9735350500								
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Correspondent Name:       NOEL D HUMPHREYS         Address Line 1:       85 LIVINGSTON AVENUE								
Address Line 1: 85 LIVINGS FON AVENUE Address Line 2: CONNELL FOLEY LLP								
Address Line 2:       CONNELL FOLEY LLP         Address Line 4:       ROSELAND, NEW JERSEY 07068								
ATTORNEY DOCKET NUMBER:		01260/076038						
NAME OF SUBMITTER:		NOEL D HUMPHREYS						
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# A S S I G N M E N T (PATENT)

WHEREAS, KRISTOPHER J. LILL, an individual having an address at 115 Skyline Drive, Oakland, New Jersey 07436, hereinafter generally referred to as "ASSIGNOR", is the owner of certain new and useful inventions and the related patents listed on the attached Schedule A, including U.S. Patent and Canadian Patent Application (hereafter "Patents"); and

WHEREAS, ENVIROMENTAL RETRO FIT SOLUTIONS LIMITED LIABILITY COMPANY, a New Jersey limited liability company, having a place of business at P.O. Box 32, Hawthorne, New Jersey, 07506, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said inventions and patents listed on Schedule A.

NOW, THEREFORE, in consideration of the sum of Seventy Five Thousand Dollars and 00/100 (\$75,000.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby the undersigned ASSIGNOR hereby does sell, assign, transfer and convey unto the above-named ASSIGNEE, as of February 11, 2009, the whole and entire right, title and interest in and to said inventions, including those inventions described in the patents listed on Schedule A, for the territory of the United States and its possessions and territories and all foreign countries; in and to the patents identified on Schedule A if any, and any and all related United States and foreign patents and patent applications disclosing said inventions, including provisionals, nonprovisionals, divisions and continuations thereof, along with all rights of priority created by said patents under any treaty relating thereto; and together with all claims for damages by reason of past infringement of said patents with the right to sue for and collect the same for its own use and benefit or for the use and benefit of its legal representatives; said inventions, patents and patent applications to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers that ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patents and patent applications hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been made or will be made or entered into which would conflict with this Assignment.

Date: February 11, 2009

Kristopher J. Lill

#### **STATE OF NEW JERSEY**) ) ss: COUNTY OF ESSEX )

On this 11th day of February, 2009, before me personally came Kristopher J. Lill, to me known to be the person who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he executed the foregoing instrument and that he had acknowledged to me that he executed the same for the uses and purposes therein mentioded.

Robert L. Garibaldi, Jr. Attorney at Law State of New Jersey

SCHEDULE A OF PATENT ASSIGNMENT

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# U.S. PATENTS

Patent	Assignment Information	Patent #	Serial #	Registration Date	Application Date
7,128,495 Curb Box Cover Assembly	None	7,128,495 B1	11/253,893	October 31, 2000	October 19, 2005
7,475,585 B1 Punch Tool for Security Purposes	None	7,475,585 B1		January 13, 2009	May 4, 2006

# CANADIAN APPLICATION

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Application Date	October 17, 2006	
Registration Date	Pending	
Serial #		
Application #	2,626,577	
Assignment Information	None	
Patent Application	Curb Box Cover Assembly	

# RECORDED: 02/11/2009

# PATENT REEL: 022240 FRAME: 0597