

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Phillip E. Glogowski | 04/23/2009 |
| RECEIVING PARTY DATA | |
| Name: | Howard Concrete Pumping, Inc. |
| Street Address: | 701 Millers Run Road |
| City: | Cuddy |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15031 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11392288 |
| CORRESPONDENCE DATA | |
| Fax Number: | (412)471-4094 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 4124718815 |
| Email: | webblaw@webblaw.com |
| Correspondent Name: | The Webb Law Firm PC |
| Address Line 1: | 436 Seventh Avenue, 700 Koppers Building |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15219 |
| ATTORNEY DOCKET NUMBER: | 1538-053648 |
| NAME OF SUBMITTER: | Kent E. Baldauf, Jr. |
| Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif | |

OP \$40.00 11392288

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PATENT
REEL: 022599 FRAME: 0674

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)/Execution Date(s):

Phillip E. Glogowski

Execution Date(s) 04/23/2009

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Howard Concrete Pumping, Inc.

Internal Address: _____

Street Address: 701 Millers Run Road

City: Cuddy

State: PA

Country: United States Zip: 15031

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

4. Application or patent number(s):

11/392,288

☐ This document is being filed together with a new application.

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kent E. Baldauf, Jr.

Internal Address: The Webb Law Firm

Street Address: 700 Koppers Building
436 Seventh Avenue

City: Pittsburgh

State: PA Zip: 15219-1845

Phone Number: 412-471-8815

Fax Number: 412-471-4094

Email Address: webblaw@webblaw.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

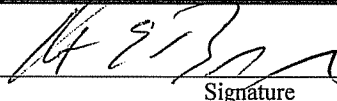
a. Credit Card Last 4 Numbers 1059

Expiration Date 08/2010

b. Deposit Account Number _____

Authorized User Name Margaret A. Bovier

9. Signature:


Signature

April 27, 2009

Date

Kent E. Baldauf, Jr.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

ASSIGNMENT

WHEREAS, WE, Lynn M. Crayne, Frank M. Howard and Phillip E. Glogoswki, residing at the addresses listed below our signatures, have invented certain new and useful improvements in **"REMOTE MINE SEAL SPRAY NOZZLE ASSEMBLY, SYSTEM AND METHODS OF USE"** for which a patent application was filed in the United States Patent and Trademark Office on March 29, 2006 and bears Serial No. 11/392,288;

AND, WHEREAS Howard Concrete Pumping, Inc., a corporation of the State of Pennsylvania, having a place of business at 701 Millers Run Road, Cuddy, Pennsylvania 15031, hereinafter called the "assignee", is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to us by said assignee, the receipt of which is hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said assignee the entire right, title and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

The Assistant Commissioner for Patents is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

Dated _____

By _____
Lynn M. Crayne
109 Hedge Road
Jefferson, PA 15344

STATE OF PENNSYLVANIA :
: ss:
COUNTY OF GREENE :

Before me, a Notary Public in and for the said County and State personally appeared Lynn M. Crayne, who acknowledged that she is the person who executed the foregoing assignment and acknowledged it to be her free and voluntary act and deed.

Witness my hand and notarial seal this _____ day of _____, 2006.

[NOTARIAL SEAL]

Notary Public

Dated _____

By _____
Frank M. Howard
400 Justabout Road
Venetia, PA 15367

STATE OF PENNSYLVANIA :
: ss:
COUNTY OF WASHINGTON :

Before me, a Notary Public in and for the said County and State personally appeared Frank M. Howard, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this _____ day of _____, 2006.

[NOTARIAL SEAL]

Notary Public

S51239

Dated 23 Apr 2009

By Phillip E. Glogowski
Phillip E. Glogowski
250 Millport Road
West Mifflin, PA 15122

STATE OF PENNSYLVANIA

:

: ss:

COUNTY OF Allegheny

:

Before me, a Notary Public in and for the said County and State personally appeared Phillip E. Glogowski, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 23rd day of April, 2009.

[NOTARIAL SEAL]

Janet L. Toth

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Janet L. Toth, Notary Public

Homestead Boro, Allegheny County

My Commission Expires Sept. 4, 2012

Member, Pennsylvania Association of Notaries