

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard E. Berris, Jr.	11/20/2009
RECEIVING PARTY DATA	
Name:	Pile Dynamics, Inc.
Street Address:	4535 Renaissance Parkway
City:	Cleveland
State/Country:	OHIO
Postal Code:	44128
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12606367
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	PDIZ 2 00015
NAME OF SUBMITTER:	Gregory S. Vickers
Total Attachments: 2 source=DOC004#page1.tif source=DOC004#page2.tif	

OP \$40.00 12606367

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PATENT
REEL: 023557 FRAME: 0350

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Richard E. Berris, Jr.** of 18778 Highpoint Rd., Chagrin Falls, Ohio 44023 ("Inventor(s)") who has/have created a certain invention for which a U.S. Patent Application has been

- ☐ executed concurrently herewith
- ☐ executed on
- ☒ filed October 27, 2009, and assigned Application Serial No. 12/606,367

and is entitled

STRAIN AND DISPLACEMENT SENSOR AND SYSTEM AND METHOD FOR USING THE SAME

hereby sell, assign and transfer to **Pile Dynamics, Inc.**, ("Assignee"), a corporation of the State of Ohio, having a place of business at **4535 Renaissance Parkway, Cleveland, Ohio 44128**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventor(s) respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing,

and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at the City of Cleveland State of Ohio
on this 20th day of November, 2009.

Richard E. Berris Jr.
Richard E. Berris, Jr.

State of Ohio)
County of) ss:
)

On this 20th day of November, 2009 before me personally came Richard E. Berris, Jr., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Diane M. Jacquinot
Notary Public

Seal

DIANE M. JACQUINOT
NOTARY PUBLIC - STATE OF OHIO
Recorded in Medina County
Commission Expires: 10-26-2014