# PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mr. Christian R. Newkirk	02/10/2010

## **RECEIVING PARTY DATA**

Name:	Prestress Engineering Corporation	
Street Address:	2220 Route 176	
City:	Prairie Grove	
State/Country:	ILLINOIS	
Postal Code:	60012	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	5881519	
Patent Number:	5927043	

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 33164-002

NAME OF SUBMITTER: Raymond J. Horn III, Attorney for RP

**Total Attachments: 3** 

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of February 10, 2010 (the "Effective Date"), by and between CHRISTIAN R. NEWKIRK, individually ("Assignor"), and PRESTRESS ENGINEERING CORPORATION, a Delaware corporation, with its principal place of business at 2220 Route 176, Prairie Grove, Illinois 60012 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States patents set forth on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in

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PATENT REEL: 023928 FRAME: 0929 the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection in connection with the Intellectual Property rights assigned under the Agreement that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHRISTIAN R. NEWKIRK, individually

PRESTRESS ENGINEERING CORPORATION,

a Delaware corporation

Christian R. Newkirk, President

# SCHEDULE A

# **U.S. PATENTS**

Description	U.S. Patent No.
Housing Assembly	5,881,519
Housing Assembly	5,927,043

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**RECORDED: 02/15/2010** 

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