

03-16-2010



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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)**

Fredrick M. Valerino, Sr.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) March 11, 2010

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Pevco Systems International, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1401 Tangier Drive

City: Baltimore

State: Maryland

Country: USA Zip: 21220

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

**4. Application or patent number(s):**

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

A. Patent Application No. (s)

B. Patent No. (s)

11/068,084

MAR 15 2010

Additional numbers attached? ☐ Yes ☒ No

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

Name: David M. Hill

Internal Address: Ward & Olivo

Street Address: 380 Madison Avenue

City: New York

State: New York Zip: 10017

Phone Number: (212) 697-6262

Fax Number: (212) 972-5866

Email Address: hilld@wardolivo.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number

Authorized User Name

**9. Signature:**

Signature

March 11, 2010

Date

David M. Hill

Name of Person Signing

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

7

## ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 11<sup>th</sup> day of MARCH, 2010 ("Effective Date"), by and between Fredrick M. Valerino, Sr., a citizen of the United States of America with an address at Timonium, Maryland ("ASSIGNOR"), and Pevco Systems International, Inc., a corporation with an address at 1401 Tangier Drive, Baltimore, Maryland 21220 ("ASSIGNEE").

WHEREAS, ASSIGNOR is owner of the entire right, title, and interest in, and to and under the United States patent application identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNOR wishes to assign all right, title, and interest in and to the patent application.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$1.00) paid in each hand, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications

and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent application identified and set forth in the attached Schedule A, 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, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, his right, title, and interest in and to the patent application set forth in Schedule A is free and clear of any liens and encumbrances, that he has full right to assign all of his interests therein, and that he has not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNOR and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and

make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNOR'S possession or under his control, such as those required to fill in gaps in the chain of title, dockets, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, I hereunto set my hand the day and year set opposite my signature.

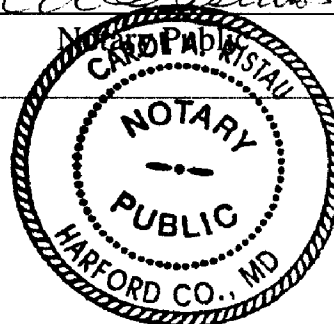
Date 3/11/2010 Signature Fredrick M. Valerino, Sr.  
Fredrick M. Valerino, Sr.

STATE OF MARYLAND )  
 ) ss:  
COUNTY OF BALTIMORE )

On this 11<sup>th</sup> day of March, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Fredrick M. Valerino, Sr., to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Carroll A. Potts  
Commission Expires 2/1/2011

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UNITED STATES PATENT APPLICATION

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
655-015A	11/068,084	February 24, 2005	AUTOMATIC EMPTY CARRIER STORAGE, RETRIEVAL AND DISTRIBUTION SYSTEM