

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	02/05/2002										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Adam T. Pauli</td> <td>08/07/2003</td> </tr> <tr> <td>Raymond E. Robertson</td> <td>08/07/2003</td> </tr> <tr> <td>Jan F. Branthaver</td> <td>08/12/2003</td> </tr> <tr> <td>John F. Schabron</td> <td>08/07/2003</td> </tr> </tbody> </table>		Name	Execution Date	Adam T. Pauli	08/07/2003	Raymond E. Robertson	08/07/2003	Jan F. Branthaver	08/12/2003	John F. Schabron	08/07/2003
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The University of Wyoming Research Corporation d/b/a Western Research Institute</td> </tr> <tr> <td>Street Address:</td> <td>365 North 9th Street</td> </tr> <tr> <td>City:</td> <td>Laramie</td> </tr> <tr> <td>State/Country:</td> <td>WYOMING</td> </tr> <tr> <td>Postal Code:</td> <td>82072-3380</td> </tr> </table>		Name:	The University of Wyoming Research Corporation d/b/a Western Research Institute	Street Address:	365 North 9th Street	City:	Laramie	State/Country:	WYOMING	Postal Code:	82072-3380
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CORRESPONDENCE DATA											
<p>Fax Number: (970)224-3175</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 970-224-3100</p> <p>Email: cheryls@idea-asset.com</p> <p>Correspondent Name: SANTANGELO LAW OFFICES, P.C.</p> <p>Address Line 1: 125 SOUTH HOWES, THIRD FLOOR</p> <p>Address Line 4: FORT COLLINS, COLORADO 80521</p>											
ATTORNEY DOCKET NUMBER:	WRI-FLOCC-DIV1										
NAME OF SUBMITTER:	Cheryl A. Swanson										

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PATENT
REEL: 024782 FRAME: 0761

Total Attachments: 8

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**IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE**

Application Number: 12/816,278
Filed: 06/15/2010
Applicants: Adam T. Pauli, Raymond E. Robertson, Jan F. Branthaver, and
John F. Schabron
Title: Blended Asphaltic Composition
Assignee: University of Wyoming Research Corporation d/b/a Western Research
Institute
Attorney Docket: WRI-BlendedAsphalt-Div1
Customer No. 33549
Confirmation No.: 2978

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the 5th day of February, 2002,
between and among the following persons, each with the following designated address:

- Adam T. Pauli, is 4404 Thomas Road, Cheyenne, WY 82009
- Raymond E. Robertson, 1719 W Hill Road, Laramie, WY 82072
- Jan F. Branthaver, 9 Parkview Lane, Chatham, IL 62629
- John F. Schabron, 1805 Arnold Street, Laramie, WY 82070

(individually and collectively the "Assignor" or "Assignors") and The University of Wyoming
Research Corporation d/b/a Western Research Institute, having its principal office at 365 North 9th
Street, Laramie, Wyoming 82072-3380, USA (the "Assignee").

WHEREAS, the Assignors have each contributed to some degree in conceiving or developing
technology relating to a tritrimeter system including, but not limited to, the technology initially

described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, each Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, each Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:
 - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
 - b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent each individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
 - d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.

2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, any applications for United States or foreign patents claiming priority to any extent based upon the Invention or the above-identified application, all rights to make a claim for any priority based upon the Invention or the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
- c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the business of the Assignee to the extent conceived or developed while he is an employee of the Company or Assignee, and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, each Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights

whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

6. Each Assignor further covenants and agrees that he will sign all lawful papers, consents, additional assignments, summaries or other documents requested by the Assignee. Each Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Each Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment or any other document any further identification which may be necessary or desirable in order to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

9. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.

SIGNATURES:


Adam T. Pauli

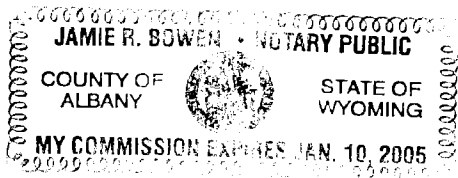
Date of Assignment Signature: _____

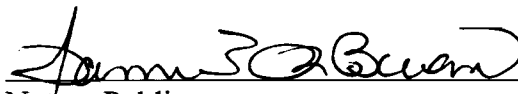
Date of Execution of Application: 8/7/03
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF WYOMING)ss.
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me in the County of Albany, State of Wyoming, United States of America, by Adam T. Pauli, this 7th day of Aug, 2003.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.




Notary Public
My Commission Expires: Jan 10, 2005

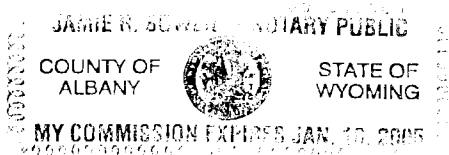
Raymond E. Robertson
Raymond E. Robertson

Date of Assignment Signature: August 7, 2003
Date of Execution of Application: _____
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF WYOMING)ss.
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me in the County of Albany, State of Wyoming, United States of America, by Raymond E. Robertson, this 7th day of Aug, 2003.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



Jamie R. Brown
Notary Public
My Commission Expires: Jan-10, 2005

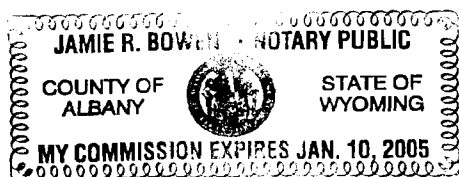
Jan F. Branthaver
Jan F. Branthaver

Date of Assignment Signature: 12 AUGUST 2003
Date of Execution of Application: 12 AUGUST 2003
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF WYOMING)ss.
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me in the County of Albany, State of Wyoming, United States of America, by Raymond E. Robertson, this 12th day of Aug., 2003.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



Jamie R. Bowen
Notary Public
My Commission Expires: Jan. 10, 2005

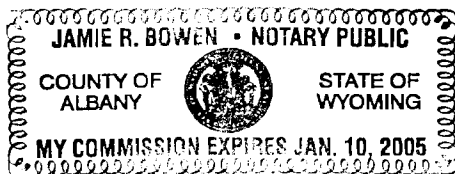
John F. Schabron
John F. Schabron

Date of Assignment Signature: 8/7/03
Date of Execution of Application: 8/7/03
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF WYOMING)ss.
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me in the County of Albany, State of Wyoming, United States of America, by John F. Schabron, this 6th day of August, 2003.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



Jamie R. Bowen
Notary Public
My Commission Expires: Jan. 10, 2005