### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
Steven M. Trost	08/09/2010
Michael Fox	07/19/2010

### RECEIVING PARTY DATA

Name:	Engius, Inc.	
Street Address:	712 Eastgate	
City:	Stillwater	
State/Country:	OKLAHOMA	
Postal Code:	74074	

### PROPERTY NUMBERS Total: 4

Property Type	Number	
Application Number:	10631532	
Application Number:	11227708	
Patent Number:	7398131	
Application Number:	12109165	

### **CORRESPONDENCE DATA**

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Correspondent Name: Dunlap Codding P.C. Address Line 1: P.O. Box 16370

Address Line 4: Oklahoma City, OKLAHOMA 73113

ATTORNEY DOCKET NUMBER: 2300.006, 011, 012, 014

NAME OF SUBMITTER: Marc A. Brockhaus

Total Attachments: 5

501259393

PATENT REEL: 024823 FRAME: 0112 \$160.00 10631532

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> PATENT REEL: 024823 FRAME: 0113

## ASSIGNMENT

THIS ASSIGNMENT, made on the date set forth below by: Steven M. Trost, an individual residing at 1428 Sourth Surry, Stillwater, OK 74014, USA; and Michael Fox, an individual residing at 2816 East Lone Chimney Road, Glencoe, OK 74032, USA, (hereinafter referred to as "ASSIGNORS"), witnesseth:

WHEREAS, said ASSIGNORS own the entire and exclusive ownership interest in each of the inventions, patent applications, and/or patents listed in Exhibit A hereto;

WHEREAS, Engius, Inc. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under and in good standing pursuant to the laws of Oklahoma, having its principal place of business and chief executive office at 712 Eastgate, Stillwater, OK 74074, is desirous of acquiring the entire right, title and interest in and to each said invention, said patent application, and said patent listed in Exhibit A hereto, any United States or foreign application or patents which may be granted therefrom and thereon; and

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASSIGNORS, by these presents, does sell, assign, and transfer unto said ASSIGNEE the entire right, title, and interest in and to each of the inventions, patent applications, and patents listed in Exhibit A hereto, and any divisions, renewals, continuations, continuations-in-part, Letters Patent of the United States and any other country that may be granted therefrom and thereon, rights under the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, and all rights under the International Convention for the Protection of Industrial Property, as well as any reissues, reexaminations, enhancements, improvements, and extensions thereof, and any other invention, application, or patent of the United States and any other country that can claim the priority date of any the above (collectively, the "Patents"), including, without limitation, the right to all proceeds thereof and the right to sue for past, present and future infringements. The Whereas clauses set forth above are incorporated into this Assignment by reference.

ASSIGNORS hereby request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or process applications on the aforesaid, to record ASSIGNEE as the owner of each said Patent and to issue all

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Letters Patent for any said Patent to be in the name of the said ASSIGNEE, as assignee of said Patent, for the sole use and behoof of ASSIGNEE, its successors, administrators, legal representatives, and assigns, in accordance with the terms of this Assignment, to the full end of the term or terms for which any said Patent may be granted and to the full extent permitted by applicable law.

ASSIGNORS hereby represent and warrant that ASSIGNORS, to its actual knowledge, are the sole and exclusive lawful owners of all right, title and interest in and to each of the Patents; the right, title and interest is without lien or encumbrance or claim granted by the ASSIGNORS to any third party; ASSIGNORS has the legal, corporate, or other authority to convey good and full title to the Patents as set forth herein. ASSIGNORS also represent and warrant that there are no outstanding licenses, covenants not to sue, settlement agreements or other grants or assignments (except the valid assignments from the inventors); the assignment stated herein is without the need for any application or consent of any third party not already obtained; and this Assignment will not conflict with or cause ASSIGNORS to breach or be in default of any other obligation.

ASSIGNORS hereby also agree to promptly execute and deliver to ASSIGNEE or its legal representative any papers, instruments, affidavits, or other documents that legally may be required by ASSIGNEE in connection with the filing, prosecution, maintenance, defense, and enforcement of any said Patent in the United States and in any foreign countries for any said Patent, including additional documents that may be reasonably required to affirm the rights of ASSIGNEE in and to any said Patent, at no cost or expense to the ASSIGNORS. ASSIGNORS' obligations under this instrument shall extend to and bind ASSIGNORS' heirs, executors, successors, assigns, administrators, executive officers, and other legal representatives.

Date

Date

Michael Fox

State of OKLAHOMA

) ss.

County of \_\_\_\_\_\_

Before me this \_\_\_\_\_\_ day of December, 2009, personally appeared Steven M. Trost and Michael Fox, known to me to be the persons whose name is subscribed to the foregoing Assignment and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Notary Public \_\_\_\_\_\_\_

Notary Public \_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_

Effective this 9th day of August, 2010.

My Commission No.

# Effective this \( \sqrt{\frac{1}{2009}} \) day of \( \text{December}, \frac{2009}{2009} \) Date Steven M. Trost \[ \frac{7/19/200}{200} \] Michael Fox State of OKLAHOMA ) ss. County of \_\_\_\_\_\_ Before me this \_\_\_\_\_\_ day of December, 2009, personally appeared Steven M. Trost and Michael Fox, known to me to be the persons whose name is subscribed to the foregoing Assignment and acknowledged that they executed the same as their free act and deed for the purposes therein contained. \[ \frac{5/12 \left(2)}{Notary Public} \]

My Commission Expires:

My Commission No.\_\_\_\_

# **EXHIBIT A**

# Assignment between Steven M. Trost, Michael Fox and Engius, Inc.

The following Invention(s), Patent Application(s) and/or Patent(s) are hereby assigned:

Patent No.	Appl. No.	<u>Filed</u>	<u>Title</u>	
N/A	10/631,532	July 31, 2003	Method and System for Concrete Quality Control Based on the Concrete's Maturity	
N/A	11/227,708	September 15, 2005	Method and System for Concrete Quality Control Based on the Concrete's Maturity	
7,398,131	11/714,628	March 6, 2007	Method and System for Concrete Quality Control Based on the Concrete's Maturity	
N/A	12/109,165	April 24, 2008	Method and System for Concrete Quality Control Based on the Concrete's Maturity	
Nothing Follows				

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