

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James A. Pike	04/21/2011
Calvin Nichols	04/13/2011
William J. Galloway	04/21/2011
Lucian Gilbert	03/30/2011
RECEIVING PARTY DATA	
Name:	NP&G Innovations, Inc.
Street Address:	67 Albany Street
City:	Cazenovia
State/Country:	NEW YORK
Postal Code:	13035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11315724
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	N2035-700019
NAME OF SUBMITTER:	Sandra Szela Congdon
Total Attachments: 5	

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ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, we, the undersigned, James A. Pike of 3775 Bearcreek Road, Fairview, Pennsylvania 16415; William J. Galloway, 927 Boyer Road, Erie, Pennsylvania 16511; Calvin Nichols of 4400 Stonebridge Road, Morrisville, New York 13408; and Lucien Gilbert of 3258 Sherwood Drive, Walworth, New York 14568, hereby:

Sell, assign and transfer to NP&G Innovations, Inc., a New York corporation having a place of business at 67 Albany Street, Cazenovia, New York 13035, its successors, assigns and legal representatives, all hereinafter referred to as said Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in an application for Letters Patent filed in the United States Patent and Trademark Office:

on December 22, 2005,

under Application No. 11/315,724, and
titled TIRE TREAD RAILROAD TIE,

and in and to said application and all continuing, divisional, continuation-in-part, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on said any and all inventions and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said any and all inventions including the right to apply for patent rights in each foreign country and all rights to priority; and further including any right to sue for past infringement;

Agree that said Assignee may apply for and receive Letters Patent for said any and all inventions in its own name; and when requested, without charge to but at the expense of said Assignee, agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on said any and all inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to me relating to said any and all inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said any and all inventions and for vesting title to said any and all inventions and all applications for patents and all patents on said inventions, in said Assignee;

Request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee; and

Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Said Assignee does hereby acknowledge and accept the above sale, assignment and transfer of all the rights, title and interest enumerated above, including but not limited to the right to priority and the right to sue for past infringement.

April 21, 2011 James A. Pike
Date James A. Pike

STATE OF PA :
COUNTY OF ERIE :

Subscribed and sworn to before me this 21 day of April 2011.

SEAL **NOTARIAL SEAL**
 NANCYL FULLER, NOTARY PUBLIC
 ERIE, ERIE COUNTY, PENNA.
 MY COMMISSION EXPIRES ON APRIL 20, 2014

Nancy L Fuller
Notary Public

My Commission Expires _____

4/13/2011 Calvin Nichols
Date Calvin Nichols

STATE OF New York :
COUNTY OF Madison :

Subscribed and sworn to before me this 13th day of April 2011.

SEAL FRED W. AGERTER, III
 Notary Public, State of New York
 Reg. No 01AG6234650
 Qualified in Madison County
 My Commission Expires 4/23/15

Fred W. Agarter, III
Notary Public

My Commission Expires 1/24/15

Date _____ William J. Galloway

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____

SEAL _____ Notary Public

My Commission Expires _____

Date 3-30-2011 Lucien Gilbert
Lucian *Lucien Gilbert*

STATE OF NEW YORK :
COUNTY OF ONDAGA :

Subscribed and sworn to before me this 30th day of MARCH, 2011

SEAL DANIEL C. FLEET, JR.
Notary Public, State of New York
No. 01FL6232431
Qualified in Onon. County
Commission Expires 12-13-2014

Daniel C. Fleet Notary Public

My Commission Expires 12/13/14

By: NP&G INNOVATIONS, INC.

9/13/2011
Date

[Signature]
Signature

Colin A. [Signature]
Printed Name of Signor

President
Title/Authority of Signor