### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| Robert A. MacDonald   | 03/23/2011     |
| Stephen Tyson Homeyer | 03/23/2011     |

#### **RECEIVING PARTY DATA**

| Name:           | Keystone Retaining Wall Systems, Inc. |
|-----------------|---------------------------------------|
| Street Address: | 4444 West 78th Street                 |
| City:           | Bloomington                           |
| State/Country:  | MINNESOTA                             |
| Postal Code:    | 55435                                 |

# PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 29386473 |

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: KEY1065D1

NAME OF SUBMITTER: Patrick J. O'Connell

Total Attachments: 2

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PATENT REEL: 026491 FRAME: 0237

Attorney Docket: KEY1065D1

### ASSIGNMENT

WHEREAS, We, Robert A. MacDonald of 2310 Quinwood Lane North, Plymouth, Minnesota 55441, and Stephen Tyson Homeyer of 2601 Chipping Campden Road, Argyle, Texas 76226, have invented certain new and useful improvements in a LANDSCAPING BLOCK for which an application for Letters Patent of the United States has been made, said application being identified in the United States Patent and Trademark Office Serial Number 29/386,473, filed March 1, 2011; and

WHEREAS, Keystone Retaining Wall Systems, Inc., a corporation organized and existing under the laws of Minnesota, and having a business address at 4444 West 78th Street, Bloomington, Minnesota 55435, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefore;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Keystone Retaining Wall Systems, Inc., the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto said Keystone Retaining Wall Systems, Inc. ("Assignee"), its successors and assigns, our entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including any continuation, division, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof, further including all of our entire rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned assignee in accordance herewith.

We hereby Authorize the above mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the serial number and filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon Said Consideration, we do hereby covenant and agree with Keystone Retaining Wall Systems, Inc., its successors and assigns, that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further consideration, but at the expense of Keystone Retaining Wall Systems, Inc., its successors or assigns, execute such additional writings and do such additional acts as Keystone Retaining Wall Systems, Inc., its successors or

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Assignment

assigns, may deem necessary or desirable to perfect Keystone Retaining Wall Systems, Inc.'s enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, divisional, reissued, re-examined or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as of the date set forth below.

| Date 3-23-2011  | Robert A. MacDonald   |
|---|---|
| Subscribed and sworn to before me this 2300 day of March, 2011.               | TAMMY SUE MOEHLE  Notary Public-Minnesota  My Commission Expires Jan 31, 2015 |
| Date 3-23-11  | Stephen Tyson Homeyer   |
| Subscribed and sworn to before me this 23rd day of Mach, 2011.  Notary Public | TAMMY SUE MOEHLE Notary Public-Minnesota My Commission Expires Jan 31, 2015   |